



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

November 20, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 November 20, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AGREEMENTS APPROVING AND ACCEPTING
THE NEGOTIATED SETTLEMENT WITH
CHANDLER'S PALOS VERDES SAND AND GRAVEL CORPORATION
REGARDING THE SOLID WASTE MANAGEMENT FEE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

These actions are to approve a Settlement Agreement, Solid Waste Disposal Agreement, and Reclaimed Asphalt Pavement Program Lease Agreement, to settle a dispute with Chandler's Palos Verdes Sand and Gravel Corporation relating to the Solid Waste Management Fee.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the execution of the Agreements to settle the dispute with Chandler's Palos Verdes Sand and Gravel Corporation relating to the Solid Waste Management Fee is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve the Settlement Agreement between Chandler's Palos Verdes Sand and Gravel Corporation (Chandler's) and the County of Los Angeles (County), providing for the payment by Chandler's of \$297,631.64 in cash, plus in-kind consideration as provided below, in lieu of unpaid solid waste management fees and associated administrative penalties.
3. Approve the Solid Waste Disposal Agreement between the County and Chandler's, providing for up to 20,000 cubic yards of disposal capacity at no charge as a form of in-kind consideration in lieu of unpaid solid waste management fees' administrative penalties.

4. Approve the Reclaimed Asphalt Pavement Program Lease Agreement between Chandler's and the County, providing an Agreement to lease a portion of Chandler's property for five years at no rental cost as a form of in-kind consideration in lieu of unpaid solid waste management fees' administrative penalties.
5. Authorize the Chair to execute the Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to find that the project is exempt from the California Environmental Quality Act (CEQA) and approve Agreements between the County and Chandler's for payment of delinquent solid waste management fees and penalties. Chandler's operates an inert waste landfill and conducts other operations on the premises such as the stockpiling and processing of inert materials for recycling. Pursuant to Chapter 20.88 of the Los Angeles County Code, the operator of every disposal site, transfer/processing station, or waste exporter shall be liable for the payment of the applicable solid waste management fee. For inert waste landfills during the audit period, the solid waste management fee was 86 cents per ton or 52 cents per cubic yard of inert waste disposed. Based on an initial audit conducted in September 2009 the County determined that Chandler's underpaid the required solid waste management fee on the amount of solid waste received at its facility resulting in gross underpayment to the County of \$358,949.52 for the period of March 2006 through March 2009 as well as penalties for delinquent fees pursuant to Los Angeles County Code Section 20.88.070.

Chandler's disputed that it underpaid the solid waste management fee and that it owed fees or penalties to the County. The recommended Agreements provide mechanisms to resolve the dispute between the County and Chandler's and for the County to recover the unpaid solid waste management fees and a portion of the applicable penalties. The County will also receive in-kind consideration in the form of 20,000 cubic yards of inert waste disposal capacity and a lease of one acre of land on property owned by Chandler's to serve as a site for the County's Reclaimed Asphalt Pavement (RAP) program.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Organizational Effectiveness (Goal 1) and Fiscal Sustainability (Goal 2). The recovered fees and penalties provide funds to continue to develop and implement waste reduction programs Countywide. Additionally, this action secures additional disposal capacity for the Department to enhance any emergency debris removal preparedness for the citizens of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The recommended action provides a mechanism for the County to recover unpaid solid waste management fees and associated penalties owed by Chandler's.

An audit concluded that Chandler's had underpaid the County \$358,949.52 in solid waste management fees, resulting in an additional \$1,136,639.68 in administrative penalties. The County

claimed that the total amount of fees and penalties that Chandler's was obligated to pay the County was \$1,495,589.20. Chandler's disputed the audit and denied that it owed any outstanding fees or penalties.

Pursuant to the proposed Settlement Agreement, the parties have agreed to resolve their dispute regarding the County's claim for outstanding solid waste management fees and penalties. The agreement requires Chandler's to pay \$297,631.64, representing fees in the amount of \$159,558.56, which has been deposited into the Solid Waste Management Fund (GD01), and liquidated administrative penalties in the amount of \$138,073.08, which will be deposited into the Solid Waste Management Fund (GD01) upon receipt; and will also provide in-kind consideration to the County. The in-kind consideration grants the County disposal capacity of up to 20,000 cubic yards of permissible material at the Chandler's inert waste landfill in accordance with the Solid Waste Disposal Agreement. In addition, Chandler's and the County shall enter into a Lease Agreement to lease one acre of land for the purpose of storing and processing RAP for a period of five years, at no cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Chandler's has operated and currently operates an inert waste landfill at 26311 Palos Verdes Drive East, Rolling Hills Estates, within the County of Los Angeles. As part of its operation, this site receives inert waste materials, such as soil, rock, and inert debris, for which it charges a disposal fee, to facilitate on-site reclamation activities and development of a golf course-based planned residential community. Pursuant to the Solid Waste Management Fee Ordinance (County Code Chapter 20.88), the site was subject to a solid waste management fee of 86 cents per ton or 52 cents per cubic yard of inert waste disposed. Pursuant to Los Angeles County Code Section 20.88.070, delinquent fees are subject to a penalty of ten percent of the delinquent amount for each month that the fees are delinquent.

In September 2009 Public Works conducted an audit of the solid waste management fee paid by Chandler's for the audit period of March 2006 through March 2009. Based on the audit, it was found that Chandler's had failed to pay the fee on certain inert waste materials that were disposed at the site, resulting in an underpayment of \$358,949.52. Public Works also imposed an administrative penalty for the delinquent fees. Chandler's disputed the audit, claiming among other things that the material in question was being stockpiled to be used for final cover, and was therefore exempt from the fee under Los Angeles County Code Section 20.88.040(H). Chandler's appealed the County's fee and penalty determinations and provided additional documentation and engineering report to support its claim. Considering the additional information, Public Works and Chandler's reached a tentative settlement.

Under the terms of the recommended settlement, Chandler's agrees to pay, and the County agrees to accept, cash payments totaling \$297,631.64, representing fees in the amount of \$159,558.56 and liquidated administrative penalties in the amount of \$138,073.08; and in-kind consideration. The in-kind consideration grants the County disposal capacity of up to 20,000 cubic yards of permissible material at the Chandler's inert waste landfill in accordance with the Solid Waste Disposal Agreement. The disposal capacity is expected to be used by Public Works and any of its special districts during an emergency or as-needed for inert debris disposal. In addition, Chandler's and the County shall enter into a 5-year Reclaimed Asphalt Pavement Program Lease Agreement at no cost to the County. The lease will provide a one-acre site for the County's RAP program. Pursuant to the RAP program, the County will bring RAP generated from Public Works' road projects to the site, to be stored and processed for re-use in various treatments for road projects within the County.

The reduced fee of \$159,558.56 represents the amount of the claimed fee underpayment attributable to the portion of the disputed materials deposited below the landfill's fill line. Based on its review of the additional information submitted by Chandler's, Public Works agreed in the recommended settlement that the portion of the disputed materials deposited above the fill line would be considered as exempt from the fee under Los Angeles County Code Section 20.88.040(H) as material for use as final cover. In order to stop the accrual of administrative penalties, Chandler's has already paid the \$159,558.56 portion of the settlement representing outstanding fees. This amount will be returned to Chandler's in the event that the Settlement Agreement is not approved or is revoked for non-payment of the remaining amount and that Chandler's prevails in a challenge to the fees imposed.

We believe the recommended actions are in the best interest of the County.
County Counsel concurs with this recommendation.

If approved by your Board, the attached Agreements would be executed by the Chair on behalf of the County.

The attached Agreements have been reviewed and approved as to form by
County Counsel.

ENVIRONMENTAL DOCUMENTATION

The project involves a Settlement Agreement which includes a lease of one acre of Chandler's premises for the County's operation of its RAP program, Solid Waste Disposal Agreement, and the payment of money to the County. The Reclaimed Asphalt Pavement Program Lease Agreement and Solid Waste Disposal Agreement are exempt from the provisions of CEQA because they will entail the operation, leasing and/or minor alteration of existing facilities involving negligible expansion of existing use, within the meaning of Section 15301 of the State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the Reclaimed Asphalt Pavement Program Lease and Solid Waste Disposal Agreements will involve minor alterations in the condition of land within Sections 15304(c) of the State CEQA Guidelines and Class 4(m) of the County Guidelines. The monetary payments represent a portion of unpaid solid waste management fees and penalties, the imposition of which your Board previously determined is statutorily exempt from CEQA pursuant to Section 21080(b)(8) of the Public Resources Code and Section 15273(a) of the State CEQA Guidelines. The project involves no removal of mature trees. In addition, the project is not located in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

Upon approval of the project by your Board, Public Works will file a Notice of Exemption with the Registrar Recorder/County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

CONCLUSION

Please return three adopted copies of this letter and three signed originals of the Agreements to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JB:dy

c: Assessor
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Public Works (Fiscal, Geotechnical and Materials
Engineering)

SETTLEMENT AGREEMENT

This Settlement Agreement ("**Agreement**") is entered into as of November 20, 2012, by and among CHANDLER'S PALOS VERDES SAND AND GRAVEL CORPORATION, a California corporation ("**Chandler's**") and the County of Los Angeles ("**County**"). Collectively, Chandler's and the County will be referred to as the "**Parties**." This Agreement is made with reference to the following recitals:

RECITALS

A. Chandler's has operated and currently operates an inert debris engineered fill operation ("**IDEFO**"), among other operations, at 26311 Palos Verdes Drive, Rolling Hills Estates, within the County of Los Angeles (the "**Property**"). The IDEFO is a disposal site that receives inert waste materials, such as soil, rock, and inert debris, for which it charges a disposal fee, to facilitate on-site reclamation activities and development of a golf course-based planned residential community ("**Final Project**"). The City of Rolling Hills Estates Planning Commission and City Council have approved the Final Project and EIR.

B. The County imposes a fee pursuant to LACC Chapter 20.88 ("**Solid Waste Management Fee**" or "**Fee**") on persons or operators who receive, collect, convey and haul solid waste in the County of Los Angeles. Section 20.88.050 of the Los Angeles County Code ("**LACC**") specifies calculation of the Fee as \$0.52 per cubic yard of inert waste.

C. The County contends that all inert waste materials accepted by Chandler's IDEFO that do not fit within one of the specific exemptions from the Fee that are set forth in LACC Section 29.88.040, are subject to the Fee. The County audited the volume of inert waste materials accepted by Chandler's at the Property during the period of March 2006 to March 2009 and has issued invoices and an enforcement order to Chandler's pursuant to LACC Section

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20.88.070 for allegedly failing to report and pay the Fee for certain materials that the County contends are subject to the Fee (hereafter "**Enforcement Order**"). The Fee claimed by the County for March 2006 to and including March 2009, as well as associated administrative penalties, totals not less than \$1,495,589.20.

D. Among other points and at all relevant times, Chandler's asserts that it paid the Fee for all materials subject to the Fee. Chandler's also asserts that materials disposed into the landfill pursuant to its approved IDEFO that constitute "final cover" are not subject to the Fee. Chandler's further believes that certain construction, recycled, and screened materials that have been stockpiled for sale to third parties, are not subject to the Fee. Chandler's asserts that these materials and, in fact, all materials placed in the IDEFO or stockpiled elsewhere on the Chandler's property do not constitute "waste" within the meaning of section 20.56.060 of the LACC, were not "disposed" within the meaning of section 41821.3 of the Public Resources Code and title 14, section 17388(k) of the California Code of Regulations, and, therefore, are not subject to the Fee.

E. Representatives from Chandler's and the County have met on various occasions and attempted to resolve their differences in connection with the Fee. Chandler's has denied, and continues to deny, all liability to the County for payment of the claimed Fee and penalties described above.

F. The matters contained in recitals A through E above are intended to describe in general terms the background of the events culminating in this Agreement.

AGREEMENT

Accordingly, the Parties incorporate the above recitals by this reference and agree as follows:

1. Satisfaction of County's Claim for Unpaid Solid Waste Management Fees and Penalties

Chandler's agrees to pay, and the County agrees to accept, the following in full satisfaction of the County's claim for payment of the Fee and any and all penalties due and owing by Chandler's for the Property for the period from March 2006 to and including March 2009: (i) cash payments totaling \$297,631.64 (the "**Settlement Payment**"), representing fees in the amount of \$159,558.56 (the "**Fee Payment**"), and liquidated administrative penalties in the amount of \$138,073.08 (the "**Penalty Payment**"), payable as set forth below ; and (ii) in-kind consideration as described below (the "**In-Kind Consideration**"). The Parties accept the Settlement Payment and In-Kind Consideration for the full value of the outstanding fees and administrative penalties claimed by the County for purposes of resolving disputed issues related to the Enforcement Order.

2. Payment Schedule

2.1 First Installment of Fee Payment. Chandler's remitted a payment in the amount of \$79,779.28 (one half of the Fee Payment under Section 1, above) to the County's Department of Public Works, Environmental Programs Division, on May 16, 2011. The first installment of Fee Payment halted the accrual of any additional administrative penalties arising from the claimed Fee for the period of March 2006 to and including March 2009.

2.2 Second Installment of Fee Payment. On May 10, 2012, Chandler's remitted a second payment in the amount of \$79,779.28 to the Los Angeles County Department of Public Works Environmental Programs Division, satisfying the remainder of the Fee Payment.

2.3. Penalty Payment: Chandler's shall pay \$11,506.09 per month for twelve months, for a total payment of \$138,073.08, in liquidated administrative penalties. Chandler's shall submit the first monthly portion of the Penalty Payment to the County by no later than the fifth day of the month following approval of this Settlement Agreement by the Los Angeles County Board of Supervisors (hereafter "Board"). Chandler's shall submit the remaining portions of the Penalty Payment, each in the amount of \$11,506, on or before the fifth day of each of the following eleven (11) consecutive months.

3. In-Kind Consideration

3.1 Disposal Capacity. Chandler's grants to the County disposal capacity of up to 20,000 cubic yards of permissible inert material at the Chandler's IDEFO landfill ("**County Disposal Capacity**") in accordance with the Inert Waste Disposal Agreement ("**Disposal Agreement**") attached hereto as Exhibit 1. The Disposal Agreement shall not be effective unless and until this Agreement has been executed by the Parties. County's right to dump inert materials pursuant to the Disposal Agreement shall commence on the first day of the month following approval of the Settlement Agreement by the Board and shall terminate the earlier of five years after the commencement of the Disposal Agreement or such time as Chandler's permanently ceases to operate as an onsite disposal site.

3.2 Lease. Chandler's and the County shall enter into the Lease Agreement set forth at Exhibit 2. Pursuant to this Lease, the County, through the Los Angeles County Department of Public Works, Geotechnical and Materials Engineering Division ("**GMED**"), will

lease one (1) acre within the Property for a period of five years, or until the IDEFO has permanently closed as an onsite disposal site, at no cost to the County. GMED will utilize this lease for the purpose of processing and maintaining stockpiles of recycled asphalt that would qualify as inert fill under applicable regulations and standards in accordance with its Reclaimed Asphalt Pavement Program ("**RAP Program**"). The lease will commence on the first day of the first month following approval of this Settlement Agreement by the Board.

4. Calculation of Future Solid Waste Management Fees.

The following provisions shall govern calculation of the Solid Waste Management Fee applicable to Chandler's not covered by the Enforcement Order.

4.1 Recycled Materials: Recycled materials, crushed miscellaneous base, and all processed materials, are not subject to the Fee as long as they fall within the exception to the definition of "solid waste" that is set forth in LACC 20.56.060(B). The County reserves the right to audit or inspect any materials which Chandler's has designated as recycled materials to verify that they do not actually constitute "solid waste" that is subject to the Fee within the meaning of LACC section 20.56.060.

4.2 Final Cover Material. All materials claimed for final cover or stored at the site for the purposes of final cover will be exempt from the Fee as long as they meet the guidelines pursuant to LACC 20.88.040(H) and the Standards for Exempting Final Cover Material ("Standards"), including the submission by Chandler's to the Los Angeles County Department of Public Works Environmental Programs Division of an approved final grading plan.

Chandler's agrees to (1) permit the County to conduct an annual audit of the incoming material and Chandler's disposal activities, and (2) submit by March 31 of each year an annual

fill sequencing plan, topographic survey map, and grading plan prepared by a California Licensed Civil Engineer, covering the next five years.

5. Remedies for Chandler's Failure to Remit the Full Settlement Payment

If Chandler's fails to remit any portion of the Settlement Payment by the time periods set forth in Paragraph 2 of this Agreement, the County shall provide written notice to Chandler's of same by certified mail. If Chandler's fails to make the required payment within thirty (30) days of receipt of such notice, this shall constitute a material breach of this Agreement. The County, in its sole discretion, shall have the right to elect between the following two remedies:

A. The County may enforce this Agreement. In the event that the County elects to enforce this Agreement, it will be entitled to recover its reasonable costs, expenses and attorneys' fees in enforcing the settlement agreement, as well as interest on the late payment accruing from the date the payment is due at the rate of seven percent (7%) per annum or five percent (5%) above the Federal discount rate, which ever is greater; or

B. Alternatively, at the County's election, the County may terminate this settlement agreement by serving written notice to Chandler's of termination. Upon termination: (1) Chandler's shall retain all of its rights to appeal and otherwise contest the Fee and any penalties, and (2) the County shall reserve all rights and defenses regarding the Fee, including the County's right to seek the full amount of Fees and Penalties claimed except to the extent that Chandler's initial payment on May 16, 2011 stopped the accrual of additional administrative penalties, and minus the following:

(a) The \$159,558.56 Fee Payment plus any additional monetary payments that Chandler's has made under this Settlement Agreement; and

(b) A credit of **\$0.52** for each cubic yard of inert material deposited in the IDEFO by the County pursuant to the Disposal Agreement.

In the event the County elects to terminate this Agreement as a result of Chandler's non-payment of the Settlement Payment, Chandler's shall have thirty (30) days from the date of service by the County of termination in which to file any appeal of the County's enforcement order. If Chandler's administrative appeal results in a determination that the Fee and Penalties are not owed, the County shall refund the \$159,558.56 Fee Payment, and Chandler's shall have no obligations whatsoever pursuant to Sections 3.1 and 3.2 of this Agreement, nor under the Disposal Agreement or Lease.

6. Release

Except as otherwise provided in this Agreement and expressly subject to the payments set forth in Section 2, Disposal Agreement and Lease set forth in Sections 3.1 and 3.2, and to Section 5, the County irrevocably and unconditionally releases Chandler's and its successors and assigns, employees, attorneys, representatives, agents, and beneficiaries (collectively "Released Parties") from any and all actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, charges, losses, costs, penalties or attorneys' fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent, (collectively, "Claims") based on, arising out of, or in connection with the Fee for the time period from March 2006 to and including March 2009 (including claimed administrative penalties on the Fee). The County hereby acknowledges that it is familiar with, and expressly waives, the provisions of California Civil Code Section 1542 which provide:

**"A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR**

SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The County understands and expressly acknowledges that the significance and consequences of this waiver of Civil Code Section 1542 is that if the County should eventually suffer additional claimed damage arising out of the operative facts and allegations of this Agreement, the County would not be permitted to make any claim against Chandler's for those damages. Furthermore, the County expressly acknowledges that it intends these consequences even as to claims and damages for injuries or losses relating to the Fee that may exist as of this Agreement's date but which the County does not know exist, and which, if known, would materially affect its decision to execute this Agreement, regardless of whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause. The County knowingly and voluntarily waives any protection that may exist under any other comparable or similar state or federal statutes and/or principles of common law.

7. Representations And Warranties.

7.1 The Parties each represent and warrant to the other Parties that they own the claims resolved herein, that none of these claims have been assigned to any other person or entity, and that no other person or entity has any interest with respect to said claims.

7.2 The Parties each represent and warrant to the other Parties that they have the authority to enter into this Agreement, that any person executing this Agreement in a representative capacity is duly authorized to do so, and that each person executing this

Agreement in a representative capacity represents, warrants and covenants that he/she is duly authorized to do so pursuant to appropriate bylaw or resolution or other authority.

7.3 Chandler's represents and warrants that it is ready, willing and able to comply with the terms of this Agreement and provide the above-described in-kind consideration.

7.4 The Parties each represent and warrant to the other parties that they have read and understand this Agreement and that this Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any Party hereto. The Parties acknowledge that they have been represented in the negotiations and preparation of this Agreement by counsel of their own choice, and that they have read this Agreement and had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision herein.

8. Miscellaneous.

8.1 This Agreement constitutes the entire agreement between and among the parties pertaining to its subject matter and supersedes any and all prior or contemporaneous agreements or understandings, oral or written, between the Parties, if any, relative to its subject matter. Any prior agreements, provisions, negotiations or representations not expressly set forth in this Agreement are of no force or effect whatsoever.

8.2 All modifications, alterations or amendments to this Agreement shall be in writing and signed by the Parties and must specifically refer to this Agreement.

8.3 No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any one waiver constitute a continuing waiver. No waiver shall be effective or binding unless executed in writing by the Party or Parties making such waiver.

8.4 This Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and any and all of their respective affiliates, successors in interest, predecessors in interest, assignees, lawyers, accountants, partners, officers, directors, agents, shareholders, and employees.

8.5 This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of California without giving effect to the choice of law principles thereof.

8.6 If any provision of this Agreement is held to be illegal or unenforceable by any court or tribunal in a final decision from which no appeal can be taken, such provision shall be deemed modified to eliminate the invalid element, and as so modified, such provision shall be deemed a part of this Agreement as though originally included herein. The enforceability of the remaining provisions of the Agreement shall not be affected by any such modification.

8.7 Counsel for all Parties have participated in the preparation of this Agreement. This Agreement was subject to revision and modification by all Parties, and has been accepted and approved as to the final form by counsel for all Parties. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement.

8.8 The warranties and representations made in this Agreement are deemed to survive the execution of this Agreement.

IN WITNESS WHEREOF, Chandler's has executed this Contract or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CHANDLER'S PALOS VERDES SAND AND GRAVEL CORPORATION

COUNTY OF LOS ANGELES

By: [Signature]
(Signature)
John R. Peltz
(Print Name)
President
(Title)

By: [Signature]
Chair, Board of Supervisors
I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the Board of Supervisors



By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 NOV 20 2012

APPROVED AS TO FORM:

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

JEFFER, MANGELS, BUTLER & MITCHELL LLP

JOHN F. KRATTLI
County Counsel

By: [Signature]
Kenneth A. Ehrlich
Attorneys for Chandler's Palos Verdes Sand and Gravel

By: [Signature]
Julia Weissman
Attorneys for County of Los Angeles

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EXHIBIT 1

SOLID WASTE DISPOSAL AGREEMENT

SOLID WASTE DISPOSAL AGREEMENT

This SOLID WASTE DISPOSAL AGREEMENT ("Disposal Agreement") is made and entered into on November 20, 2012 by and between CHANDLER'S PALOS VERDES SAND AND GRAVEL CORPORATION, a California corporation ("Chandler's") and the County of Los Angeles ("County"). Chandler's and the County may be referred to herein collectively as the "Parties" and individually as a "Party."

- A. Chandler's owns and operates a disposal site that is permitted as an inert debris engineered fill operation ("IDEFO") at 26311 Palos Verdes Drive, Rolling Hills Estates, within the County of Los Angeles.
- B. The County and Chandler's desire to enter into this Agreement to provide for the disposal of Acceptable Material (as defined herein) by the County.
- C. Chandler's and the County have or will enter into a Settlement Agreement (the "**Settlement Agreement**") which requires the Parties to enter into this Disposal Agreement as a form of in-kind consideration, in addition to other consideration required by the Settlement Agreement.

Now therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including the Settlement Agreement, the Parties, intending to be legally bound, agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings:

1.1 "**Acceptable Material**" means sediment or other waste material that is listed as "Acceptable Material" in Attachment "A" to the Operation Plan, attached as Exhibit "1" and incorporated into this Agreement, and that is not "Excluded Waste" as defined in Section 1.5 below.

1.2 "**Disposal Site**" means that certain disposal site owned and operated by Chandler's located in the City of Rolling Hills Estates, California at 26311 Palos Verdes Drive.

1.3 "**Effective Date**" means the date by which this Agreement, the Settlement Agreement, and the Lease Agreement are all fully executed by the respective parties to those agreements.

1.4 "**Equipment**" means any and all containers, tractors, trailers, motor vehicles, cranes, top pickers and other equipment utilized by either Party for the collection, transportation, handling, processing and disposal of Acceptable Material pursuant to this Agreement.

1.5 **"Excluded Waste"** means waste that: (a) is prohibited from receipt at the Disposal Site by state, federal or local law, regulation, rule, code, ordinance, order, license, permit or permit condition, including land use restrictions or conditions applicable to the Disposal Site; (b) is or contains Hazardous Waste as defined in Section 1.7 below; or (c) otherwise is listed as "Unacceptable Materials" in Attachment "A" of the "Operation Plan".

1.6 **"Hazardous Waste"** means waste that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste," pursuant to any state or federal law and waste containing any substance or material defined, regulated or listed as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic waste," or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to federal, state or local laws.

1.7 **"Operation Plan"** means the Inert Debris Operations Fill Plan: Chandler's Inert Debris Engineering Fill Operation, Rolling Hills Estates, California, updated February 25, 2010.

2. **DELIVERY OF ACCEPTABLE MATERIAL.** Beginning on the Effective Date, and throughout the term of this Agreement, the County, its Special Districts or their contractors, may collect, load, transfer, transport and deliver to the Disposal Site, and Chandler's shall accept for disposal, up to 20,000 cubic yards of Acceptable Material, at no charge. The County in its discretion may also subcontract some or all of the 20,000 cubic yards of disposal capacity that it is receiving under this agreement to its Special Districts and/or other public entities. Chandler's shall provide the County with a detailed statement of the amount that has been disposed pursuant to this Agreement on a semi-annual basis.

3. **EXCLUDED WASTE: INSPECTION, REJECTION.**

3.1 **Chandler's Right to Reject Waste:** Prior to delivery to the Disposal Site, Chandler's shall inspect all materials transported by the County Agents for disposal at the Disposal Site, and shall remove any and all Excluded Waste. Chandler's shall have the right to inspect, analyze or test any waste delivered by the County. Chandler's will, at its sole discretion which it must exercise in good faith, reject, refuse or revoke acceptance of any waste if, based on and in compliance with Chandler's written inspection protocols, a copy of which shall be provided to the County as of the date of this Agreement, the waste does not constitute Acceptable Material. Chandler's shall, two (2) working days of the rejection, provide the County with written documentation, including all testing results, of Chandler's basis for its rejection of the County's waste. Chandler's shall not reject the County waste for any other reason.

3.2 **County's Right to Challenge Chandler's Rejection of Waste.** Upon the County's receipt of written documentation as provided in Section 3.1 above, the County may challenge Chandler's rejection of its waste. The County shall use a laboratory certified by the State of California to perform any chemical analyses. The results of the sampling

shall be submitted to and approved by Chandler's prior to Chandler's acceptance of the waste. The County may submit the results to Chandler's by standard or express mail delivery, hand delivery, facsimile or electronic mail. Chandler's shall (in its reasonable and good faith discretion) determine whether the disputed material constitutes Acceptable Material in light of the sampling results, and shall inform the County in writing of the acceptability of the Waste within two (2) working days after receiving the sampling results.

4. COMPLIANCE WITH LAWS. The County and Chandler's shall fully comply with all federal, state and local statutes, regulations, permits, approvals and restrictions, any legal entitlement and any other rule, regulation, requirement, guideline, permit, action, determination or order of any governmental body having jurisdiction, that is/are applicable to the collection, handling, transport, processing, storage or disposal of the Acceptable Material, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, building codes, non-discrimination and the payment of minimum wages.

5. TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and end on the earlier of: (1) the County depositing 20,000 cubic yards of Acceptable Material to the Disposal Site; (2) five years; or (3) such time as the Disposal Site is no longer in operation as a disposal site, provided, however, that Chandler's must provide the County with written notice to the County at least ninety (90) days before ceasing to operate the Disposal Site as a disposal site.

6. TIME OF DELIVERY. The County shall be entitled to deliver Acceptable Material to the Disposal Site during normal operating hours. The County will reasonably cooperate with Chandler's regarding delivery schedules and volumes of Acceptable Material to avoid unreasonable interference with the normal operations of the Disposal Site.

7. THE COUNTY'S REMEDIES FOR BREACH.

In the event that performance under this Agreement becomes impossible or impractical by reason of Chandler's material breach of this Agreement:

7.1 The County may collect, load, transfer, transport and deliver Acceptable Material to an alternative disposal facility selected by the County in its reasonable discretion. In the event that the County elects to dispose of said waste at an alternative facility pursuant to this Section 7, Chandler's shall be responsible for and shall reimburse the County for the actual out-of-pocket costs of disposal, within thirty (30) days of the County incurring said costs.

7.2 The County shall notify Chandler's of its election at least two (2) working days prior to any alternative disposal pursuant to this Section 7 and will negotiate in good faith with Chandler's to avoid such alternative disposal, if possible. Chandler's responsibility for disposal and alternative disposal under this Section 7 shall not, in any

event, exceed the amount of disposal capacity to which the County would be entitled to under this Agreement in the absence of a material breach by Chandler's.

7.3 The rights and remedies conferred upon the County in this Section 7 are cumulative and in addition to every other right or remedy provided for in this Agreement and the Settlement Agreement, and the exercise or beginning of the exercise by the County of any one or more of the rights or remedies provided for in this Section 7 or in the Settlement Agreement shall not preclude the simultaneous or later exercise by the County of any or all other rights or remedies provided for in this Agreement or the Settlement Agreement. The provisions of this Section 7 shall not, however, relieve the County of its obligation to mitigate its damages hereunder, except that in the event that the County selects a County owned disposal facility as an alternative disposal facility under Section 7.1 above, then the County's costs of disposal under Section 7.1 shall be calculated based upon the fair market value of the disposal capacity used at the alternative disposal facility.

8. WARRANTIES OF THE COUNTY. The County warrants and represents that:

8.1 The waste delivered to the Disposal Site by the County, its Special Districts or their contractors, or other public entities shall conform to the definition of Acceptable Material set forth in Section 1.1 above and the County shall not knowingly deliver waste containing any Excluded Waste;

8.2 The County shall establish and maintain a program of operating and monitoring procedures and activities to prevent the transportation or delivery to the Disposal Site of Excluded Waste;

8.3 The County possesses the Equipment, plant and employee or subcontractor resources required to meet its obligations under this Agreement, and the Equipment shall, at all times relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for use;

8.4 The County shall, and shall direct any of its Special Districts, contractors or subcontractors, or other Public Entities to collect, handle and transport all Acceptable Material in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; and

8.5 The County has advised its drivers, as well as the drivers of its Special Districts, contractors and subcontractors, and other public entities of Chandler's prohibition on delivery of Excluded Waste, of the definitions and listing of Hazardous Waste under applicable federal and state law and regulations and of the definition of Acceptable Material in Section 1.1 above.

9. WARRANTIES OF CHANDLER'S. Chandler's warrants and represents that:

9.1 Chandler's possesses the Equipment, plant and employee resources required to meet its obligations required under this Agreement, and the Equipment shall, at all times

relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for use;

9.2 The Disposal Site has been issued, and Chandler's shall maintain throughout the term of this Agreement, all permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the Disposal Site to accept and dispose of Acceptable Material; and

9.3 Chandler's shall handle and dispose of the Acceptable Material in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations.

10. INSURANCE. Chandler's warrants that it shall, and the County warrants that it shall require that its and its Special Districts' hauling subcontractors, secure and maintain in full force and effect throughout the term of this Agreement insurance coverage for commercial general liability (bodily injury and property damage), automobile liability and workers' compensation insurance with limits that are required by appropriate regulatory agencies or the following limits, whichever are greater: commercial general liability, \$1,000,000 combined single limit per occurrence and aggregate; automobile liability, \$1,000,000 combined single limit per occurrence; aggregate; workers' compensation and statutory limit, \$1,000,000 combined single limit per occurrence and aggregate.

11. INDEMNITY.

11.1 Indemnity, Each Party ("Indemnitor") shall defend, indemnify and hold harmless the other Party and its districts, elected and appointed officials, employees, officers, agents and subcontractors (collectively, "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including expert witness fees and reasonable attorneys' fees (collectively, "Damages"), which any or all of the Indemnities may hereafter suffer, incur, be responsible for or payout as a result of personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent directly or indirectly caused by, or arising from or in connection with the breach of any representations and warranties of the Indemnitor set forth above, or any negligent actions or omissions of Indemnitor, its employees, officers, owners, directors, agents or subcontractors, in the performance of this Agreement. County shall also indemnify Chandlers, its officers, agents, and subcontractors, according to the terms of this paragraph for any Damages Chandlers, its officers, agents, and subcontractors may suffer, incur, be responsible for or payout as a result of personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent directly or indirectly caused by, or arising from or in connection with the breach of any representations and warranties of any other entity, including another public entity, to which the County subcontracts any disposal capacity.

11.2 Notice, Defense. In the event of any suit against any Indemnitee for which indemnification is provided under this Section 11, the Indemnitor shall appear and

defend such suit provided that the Indemnitor is notified in a timely manner of the suit. The Indemnitee shall have the right to approve counsel chosen by the Indemnitor to litigate such suit which approval shall not be unreasonably withheld. In the event a dispute exists over whether a Party is entitled to indemnification, each Party shall defend itself until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing Party shall be entitled to indemnification of its defense costs incurred prior to resolution.

12. **BINDING EFFECT, ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns provided that the rights, obligations and duties of each Party as specified in this Agreement may not be transferred, assigned or otherwise vested in any other company, entity, or person without the prior written approval of the other Party which approval shall not be unreasonably withheld.

13. **NOTICES.** All notices or other communications to be given under this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight carrier to the Parties' addresses specified below, or to such other address as either Party shall specify by at least ten (10) days written notice so given. Any notice sent by mail in the manner set forth above shall be deemed given and received three (3) business days (excluding Friday) after the date deposited in the United States mail. Any notice or communication given by personal delivery or sent by overnight carrier or confirmed facsimile in the manner set forth above shall be deemed given upon receipt, to:

Chandler's: Chandler's Palos Verdes Sand and Gravel Corporation
26311 Palos Verdes Drive
Rolling Hills Estates, CA 90274

With a copy to: Kenneth A. Ehrlich
Jeffer Mangels Butler & Mitchell LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067

County: County of Los Angeles
Department of Public Works
Environmental Programs Division
900 South Fremont Avenue, Annex 3rd Floor
Alhambra, CA 91803

14. **INDEPENDENT CONTRACTOR.** Each Party hereto is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other Party.

15. NON-WAIVER. The failure of either Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

16. ENTIRE AGREEMENT; AMENDMENT. This Agreement, together with the Settlement Agreement and Lease, constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by both Parties hereto.

17. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed to be severed from this Agreement and shall not affect the remainder hereof, which shall remain in full force and effect; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed by law, to the intent and meaning of the severed provision.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California regardless of any conflict of law provisions. Any action to enforce any of the terms of this Agreement shall be brought in the Central District of the Los Angeles County Superior Court.

IN WITNESS WHEREOF, Chandler's has executed this Contract or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CHANDLER'S PALOS VERDES SAND AND GRAVEL CORPORATION

By: [Signature]
(Signature)

John D. Roberts
(Print Name)

President
(Title)

LOS ANGELES COUNTY

By: [Signature]
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: [Signature]
Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 NOV 20 2012

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

JEFFER, MANGELS, BUTLER & MITCHELL LLP

By: [Signature]
Kenneth A. Ehrlich
Attorneys for Chandler's Palos Verdes Sand and Gravel

JOHN F. KRATTLI
County Counsel

By: [Signature]
Julia Weissman
Attorneys for County of Los Angeles

77874

EXHIBIT 2

RECLAIMED ASPHALT PAVEMENT PROGRAM LEASE AGREEMENT

RECLAIMED ASPHALT PAVEMENT PROGRAM LEASE AGREEMENT

This RECLAIMED ASPHALT PAVEMENT PROGRAM LEASE AGREEMENT (this "Agreement") is entered into on November 20, 2012 by and between Chandler's Palos Verdes Sand and Gravel Corporation, a California corporation (the "Landlord"), and the County of Los Angeles (the "Tenant").

RECITALS

WHEREAS, Landlord is the owner of a certain tract or parcel of land (the "Property") at 26311 Palos Verdes Drive, Rolling Hills Estates, within the County of Los Angeles, as more fully described in "Exhibit A" which is attached hereto and incorporated herein for any and all purposes. Chandler's owns and operates a disposal site that is permitted as an inert debris engineered fill operation ("IDEFO") on the Property;

WHEREAS, Tenant and Landlord have or will enter into a Settlement Agreement (the "Settlement Agreement") and a separate Solid Waste Disposal Agreement (the "Disposal Agreement") to be effective concurrently herewith. The Settlement Agreement provides in part that the Parties shall enter into an Agreement to lease a portion of Landlord's Property (the "Premises") as a form of in-kind consideration. The Premises are more fully described in "Exhibit B" which is attached hereto and incorporated herein for any and all purposes;

WHEREAS, Tenant desires to utilize the Premises for its Reclaimed Asphalt Pavement Program ("RAP Program"). Tenant proposes to establish and conduct operations on the Premises for processing reclaimed asphalt pavement (RAP) for reuse ("Operations"). Pursuant to the RAP Program, Tenant or its contractors will transport truckloads of RAP material to the Premises for storing and processing, and then will transport truckloads of the processed asphalt away from the Premises for reuse and/or sale;

WHEREAS, Landlord owns the Premises, which consists of one acre of suitable land which Landlord will make available to the Tenant as a site for the Operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, including the Settlement Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: LEASE OF PREMISES; TERM; OPTIONAL EXTENSIONS

1.1 Lease of Premises. In consideration and subject to the terms and conditions of this Agreement, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

1.2 Ingress and Egress. Tenant and its authorized contractors shall have reasonable access, including egress and ingress, to the Premises during the Term of this

Agreement in a manner which shall not unreasonably interfere with the Landlord's use of the Property. Tenant's rights of ingress and egress include but are not limited to the right to use vehicles to transport County and contractor staff involved in the Operations, bring equipment to and from the Premises for the processing/sizing of RAP and the transport of RAP to and from the Premises without paying compensation to Landlord in the form of tipping fees or any other payment. Landlord reserves the right of ingress and egress over and across the Premises for its agents, employees, licensees and invitees for all reasonable purposes of Landlord, provided, however, Landlord's ingress and egress shall not cause any unreasonable interference with Tenant's Operations.

1.3 Water Source. Landlord will provide a metered water source in or near to the Premises for Tenant's use in its Operations. Pursuant to Section 3.2(b) of this Agreement, tenant shall pay for the water it uses.

1.4 Disposal of Residual Debris. After the RAP is processed as part of the RAP Program, some residual debris may be left over that cannot be reused, and must be disposed. Provided that this debris meets the requirements for Acceptable Material within the meaning of the Settlement Agreement and the Disposal Agreement, and provided that capacity is remaining under the Disposal Agreement, Tenant may dispose of the residual debris at Landlord's landfill in accordance with the Disposal Agreement. If the residual debris constitutes Acceptable Material but capacity under the Disposal Agreement has been exceeded, then Tenant may dispose of the residual debris at the Landlord's landfill at the Landlord's posted rates or other mutually-agreed upon rate, unless Landlord is no longer operating a public landfill on the Property. If excess debris is not disposed of in Landlord's landfill, Tenant will remove it from the Premises for disposal elsewhere.

1.5 Term; Commencement Date. This Agreement shall not be effective until and unless this Agreement, the Settlement Agreement, and the Disposal Agreement are fully executed by the respective parties to those agreements. The Premises are leased for a term (the "Term") beginning on the first day of the month following approval by the County Board of Supervisors (the "Commencement Date") and ending five (5) years thereafter, or on such earlier date of termination as set forth in Paragraph 1.4 ("Termination Date").

1.6 Landlord's Right to Termination of Lease Before Five Years. Landlord has the right to terminate this lease at such time as it no longer operates a disposal site on the Property, if sooner than five years from the Commencement Date. The Landlord shall provide the County with at least ninety (90) days written notice of its intention to terminate the lease pursuant to this Paragraph.

ARTICLE II: CONSIDERATION; NO RENTS

2.1 No Rents. No rents shall be payable or owed by Tenant under this Agreement. This Agreement is entered into pursuant to the Settlement Agreement, which both parties acknowledge is adequate consideration for this Agreement.

ARTICLE III: USE; MAINTENANCE OBLIGATION OF TENANT; UTILITIES;
ALTERATIONS; LEGAL REQUIREMENTS; AND SIGNS

3.1 Use of Premises. Tenant's use of the Premises and the Improvements shall be for the following purposes and subject to the following restrictions:

(a) Tenant may continuously use and occupy the Premises during the Term for the RAP Program, including the transportation, storage, and processing of asphalt.

(b) Tenant shall conduct Operations and occupy the Premises and Improvements in full conformity with all laws, regulations, ordinances, restrictions and prohibitions of any governmental authority (collectively, the "Legal Requirements"). Tenant shall not commit or suffer any nuisances or any conditions or behavior which interferes with the full use and enjoyment of Landlord's property not occupied by Tenant. Tenant shall obtain and maintain all permits, licenses and shall pay all license fees, impact fees, impost of any nature attributable to the transaction of the business of Tenant or the occupancy of the Premises by Tenant.

3.2 Maintenance Obligation of Tenant. This Agreement, the Premises and Tenant's use thereof are subject to the following provisions for maintenance, repairs, and utilities:

(a) Throughout the Term, Tenant shall maintain the Premises in good order and in a safe and sanitary condition. Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

(b) Throughout the Term, Tenant shall pay for all electricity, water, gas, sewer, garbage collection, and other services and utilities consumed in connection with Tenant's occupancy of the Premises and Operations. Tenant shall pay the provider of the services directly. Except as provided in Section 1.3 of this Agreement, Landlord shall not be required to furnish to Tenant any facilities or services of any kind whatsoever during the Term, such as, but not limited to, water, steam heat, gas, hot water, electricity, light, or power. In the event that any utility or service provided to the Premises or the Improvements is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within thirty (30) days of invoice.

3.3 Alterations. It is not anticipated that Tenant will seek to make other than minor alterations or improvements to the Property associated with the Operations. Tenant shall make no improvements, alterations, remodeling, replacements or additions including, but not limited to, any building or facility connected with the operation of the RAP Program, within or about the Premises, absent the written consent of Landlord. Landlord, in its reasonable discretion, reserves the right to review and approve plans and specifications for any Improvement on the Premises. In the event that Landlord consents to the construction of any Improvements, such Improvements shall be constructed in diligent and workmanlike manner, shall become part of the Premises, and shall become the property of the Landlord at the expiration of this Agreement without payment or compensation to Tenant. If so directed by Landlord, Tenant shall

remove any such Improvements at the expiration of this Agreement, and restore the Premises to the same condition as existed before the Improvements were made or installed, all at the expense of Tenant. If Tenant fails to effect such removal and restoration as directed by Landlord, Tenant shall be liable to Landlord for all expenses incurred by Landlord in discharging the obligations of Tenant on behalf of Tenant.

3.4 Determination of Baseline Conditions. With respect to Tenant's obligation to restore the Premises to the same condition as existed before the Tenant Improvements were made or installed, and in furtherance of its rights to inspect the Premises as referenced in Section 6.3 herein, Tenant shall have the right to conduct a baseline study of the Premises in order to determine the condition of the Premises upon Tenant's assumption of possession of the Premises ("Baseline Study"). Tenant shall not assume possession of the Premises until after it has conducted the Baseline Study. To the extent that Tenant may require entry to the Premises prior to assuming possession of the Premises inter alia, survey the Premises, conduct the Baseline Study, or as part of any bidding process to construct Improvements on the Premises, Tenant shall request entry to the Premises from Landlord, providing a minimum of three (3) business days' notice, and Landlord may, at its discretion, accompany Tenant onto the Premises on each such occasion to observe Tenant's activities. In connection with said Baseline Study Tenant shall be given the opportunity, at its sole expense, to conduct a pre-possession assessment of the Premises, which shall include, if Tenant deems appropriate, the taking of soil and/or groundwater samples at, under and/or about the Premises. Landlord shall reasonably cooperate with Tenant regarding said assessment.

3.4.1 Tenant shall provide for Landlord's advance approval the workplans for any subsurface testing, which approval shall not unreasonably be withheld.

3.4.2 Except as reasonably necessary to implement and complete the Activities described above, Tenant or Tenant's agent(s) shall not cause or permit any Hazardous Material (defined as (1) any "hazardous substances", "hazardous waste", "hazardous materials", "toxic substances", "toxic waste", "toxic materials", "contaminants", "pollutants", or any variant or similar designations, or any other substance which is now or hereafter regulated or controlled as a dangerous, hazardous or toxic waste, substance or material or as an environmental pollutant, under any federal, state or local law, ordinance, order, decree, rule or regulation now or hereafter in effect and applicable to Landlord, Tenant or any agent of Tenant, or the Premises; (2) any substance or material which results in liability to any person or entity from discharge or exposure to such substance or matter under any statutory or common law theory; or (3) any substance or matter which becomes subject to a federal, state, or local agency order or requirement for removal, treatment or remediation) to be brought upon, kept, or used in or about the Premises without Landlord's prior written consent.

3.4.3 Landlord shall have the right, at its option, to collect split samples in connection with any soil or groundwater testing. Further, Landlord shall provide to Tenant, at Tenant's request, copies of any and all documents, studies and/or reports that Landlord has pertaining to the condition of the Premises, including, inter alia, environmental reports, test results, soil reports and/or documents, compaction reports and/or

documents, CEQA documents, and/or environmental impact reports. Landlord shall disclose to Tenant any and all information of which it has knowledge, including any and all information Landlord has reasonable access to, regarding the condition of the Premises.

3.4.4 Prior to any subsurface testing and at all times during such testing, Tenant shall require all contractors, subcontractors, employees and/or agents performing the subsurface testing to maintain insurance with the following minimum coverage levels:

- (i) Workers Compensation with statutory limits;
- (ii) Automobile Liability with \$1,000,000 single limit or equivalent; and,
- (iii) Commercial General Liability, with \$2,000,000 single limit or equivalent.

Tenant shall cause Landlord to be named as an additional insured on each contractor's and subcontractor's Commercial General Liability insurance policy. Tenant or its agent shall deliver to Landlord a certificate evidencing that Landlord is named as an additional insured under the policies and that coverage will not be cancelled prior to thirty (30) days' advance written notice to Landlord. In the event of cancellation, it shall be Tenant's responsibility, at its sole cost and expense, to secure replacement insurance coverage consistent with this. If Tenant fails to replace such insurance, Landlord shall have the right, at Tenant's cost, to obtain the replacement insurance.

3.4.5 The information gathered and obtained by Tenant in connection with its Baseline Study shall provide the basis for determining the condition of the Premises upon Tenant's assumption of possession of the Premises and prior to Tenant's Operations. Conditions found to exist prior to Tenant's Operations, which conditions do or may require expenditures to remedy, remove and/or modify (whether such expenditures shall or may occur before or after the expiration of the Agreement) shall not be the responsibility of Tenant.

3.4.6 Tenant and its agents shall maintain their equipment, hazards and other materials for the Activities in an orderly manner while they are located on the Landlord Property, and shall remove all debris, trash, substances, equipment and other materials used or caused by Tenant Parties upon completion of the subsurface testing. Upon completion of the subsurface testing, Tenant, at its sole cost, shall cause the Premises to be restored to the same condition that existed prior to the subsurface testing to the extent feasible.

3.5 Costs and Expenses of Tenant. Tenant shall be solely responsible for all costs and expenses associated with the construction, maintenance, repair, and operation of any Improvement.

3.6 Signs. Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform to all applicable laws and ordinances.

3.7 Compliance with Legal Requirements. Throughout the Term, Tenant shall promptly comply with all Legal Requirements that may apply to the Premises or to the use or manner of uses of the Premises or the Improvements or the owners of the Premises or the Improvements, whether or not the Legal Requirements affect the interior or exterior of the Premises or the Improvements, necessitate structural changes or improvements, necessitate obtaining permits from any governmental or public authority, or interfere with the use and enjoyment of the Premises or the Improvements Tenant shall pay all costs of compliance with Legal Requirements.

ARTICLE IV : [BLANK]

ARTICLE V: LIENS; INSURANCE;

5.1 Liens. Tenant's use of the Premises and the Improvements is subject to the following restrictions with respect to liens:

(a) Tenant shall have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance on the reversion or other estate of Landlord or on any interest of Landlord in the Premises or the Improvements.

(b) Tenant shall not allow or permit any liens to attach to the interest of Landlord in all or any part of the Premises or Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Tenant or anyone occupying or holding an interest in all or any part of the Improvements through or under Tenant. If any such lien is at any time filed against the Premises, Tenant shall cause the lien to be discharged of record within thirty (30) days after the date of its filing, either by payment, deposit, or bond. If Tenant receives any notice of any lien, or of any right to claim a lien, or any such notice is placed on or delivered to the Premises in any way whatsoever, Tenant shall immediately furnish Landlord a copy of the notice.

(c) Nothing in this Agreement shall be deemed to be, or be construed in any way as constituting, the consent or request of Landlord, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any laborer the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to claim or file any lien against Landlord's interest in the Premises or in the Improvements. Landlord shall have the right to post and keep posted at all reasonable times on the Premises and on the Improvements any notices that Landlord may deem appropriate to post for the protection of Landlord and of the Premises and of the Improvements from any such lien.

5.2 Tenant's Insurance. Landlord acknowledges that Tenant is self-insured. Tenant shall maintain such self-insurance, in the same amounts as Landlord's insurance as described in Section 5.3, through the Term of this Agreement.

5.3 Landlord's Insurance. Prior to the Commencement Date Landlord shall add Tenant as an additional insured to all insurance policies which are maintained by Landlord with respect to the Premises, and shall thereafter maintain such policies for the duration of this Agreement. Landlord shall provide to Tenant within ten (10) days following the Commencement Date evidence that Landlord has named Tenant as an additional insured on such policies. Nothing herein shall require Landlord to obtain additional or different policies or coverage.

5.4 Waiver of Subrogation. Notwithstanding any other provision of this Agreement to the contrary, Landlord and Tenant each hereby waive all rights of recovery against the other on account of loss or damage occasioned to such waiving party for its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policies which may be in force at the time of such loss or damage (or self-insurance in the case of Tenant), even if such damage may have been caused by the negligence of the other party, its agents or employees. Tenant and Landlord shall, upon obtaining policies of insurance required hereunder, give notice to the insurance carrier that the foregoing mutual waiver of subrogation is contained in this Agreement and Tenant and Landlord shall cause each insurance policy obtained by such part to provide that the insurance company waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any damage covered by such policy.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Tenant. Tenant represents and warrants to Landlord that: (a) Tenant has full right, power, and authority to execute this Agreement, to lease the Premises as provided in this Agreement, and to carry out all of Tenant's obligations under this Agreement; and (b) Tenant is financially capable of performing and satisfying, or has obtained sufficient financial assurance to satisfy, in full, Tenant's obligations under this Agreement.

6.2 Representations and Warranties of Landlord. Landlord represents and warrants to Tenant that: (a) Landlord (i) has full right, power, and authority to execute this Agreement, to lease the Premises as provided in this Agreement, and to carry out all of Landlord's obligations under this Agreement and (ii) has taken all necessary action required to make this Agreement the valid and enforceable obligation it purports to be; and (b) Landlord is financially capable of performing and satisfying, or has obtained sufficient financial assurance to satisfy, in full, Landlord's obligations under this Agreement.

6.3 No Other Representations. Except as provided in this Agreement, no representations, statements, or warranties, express or implied, have been made by or on behalf of either party in respect to the Premises and the Improvements. Tenant

warrants it has had full and adequate opportunity to make all inspections and tests of the Premises (including tests of environmental, subsurface, and soil conditions) Tenant believes are appropriate, and accepts the Premises and the Improvements as fully suitable for all of Tenant's intended purposes, AS IS, and in their present condition. Except as otherwise provided in this Agreement, Tenant accepts and assumes all risks associated with the Premises, including risks of environmental conditions and hazards.

ARTICLE VII: TENANT'S ADDITIONAL COVENANTS

7.1 Notice to Landlord. Within three (3) business days of receipt, Tenant shall provide Landlord with a copy of any notice: (a) from any governmental body that is served upon Tenant claiming an actual or threatened violation of Legal Requirements; (b) requiring any work, repairs, construction, alterations, or installation on or in connection with the Premises in order to comply with Legal Requirements; or (c) of any pending or threatened lawsuit, claim, administrative proceeding, or enforcement action resulting from an actual or threatened violation of Legal Requirements.

7.2 Corrective Action. If Tenant knows of or has reason to believe that a discharge of Hazardous Material has occurred or come to be located on or beneath the Premises as a result of Tenant's Operations, Tenant shall immediately: (a) give written notice of this knowledge or belief to Landlord; (b) report to appropriate governmental agencies any release of a reportable quantity of Hazardous Materials on or beneath the Premises as required by Legal Requirements; and (c) remove and properly dispose of the Hazardous Materials, and diligently undertake all removal or remediation procedures as may be required by Legal Requirements. If it is determined that Hazardous Materials are being improperly stored, used, or disposed of on the Premises, Tenant shall immediately take all corrective action as requested by Landlord. If Tenant fails to take the corrective action within forty-eight (48) hours, Landlord shall have the right to perform the work, and Tenant shall promptly reimburse Landlord for costs associated with the work.

7.3 Assignment and Subletting Restricted. Tenant shall not sell, assign, sublet or in any other manner transfer this Agreement or any interest in this Agreement without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. No consent in one instance shall prevent the provision from applying to a subsequent instance.

7.4 Surrender. The following provisions apply to surrender of the Premises and the Improvements on the expiration or earlier termination of this Agreement:

(a) Except as otherwise provided in this Agreement, Tenant shall, on the last day of the Term or earlier termination of this Agreement, surrender and deliver up the Premises and all Improvements to the possession and use of Landlord without fraud or delay, free and clear of all lettings and occupancies other than subleases to which Landlord shall have specifically consented in writing, and free and clear of all liens and encumbrances other than those, if any, now existing or created or suffered by Landlord, without any payment or allowance whatever by Landlord on account of any Improvements.

(b) Tenant shall surrender the Improvements vacant and broom-clean (i.e., the property shall be empty of all personal property, except as may be included in the Agreement, free of all trash, garbage, junk, litter, broken or discarded items, and vacuumed or swept). When furnished by or at the expense of Tenant, personal property, furniture, fixtures, and equipment shall be removed by Tenant at its sole cost and expense when or before this Agreement terminates; provided, however, the removal must not injure the Premises or the Improvements or necessitate changes in or repairs to them. At Landlord's request, Tenant shall at Tenant's expense restore the Premises and Improvements to substantially their condition as on the Commencement Date, and/or to industrial property standards, including remediating any contaminated soil arising from releases of Hazardous Materials on the Premises occurring during the Term and which releases is not the result of conduct for which Landlord is responsible. Tenant shall pay all Remediation Costs and other costs of repairing any damage arising from the restoration of the Premises and/or the Improvements to their condition before the removal. "Remediation Cost" shall mean the costs of taking all remedial or other corrective actions and measures associated with remediation of contaminated real property, including all direct and indirect legal, administrative and capital costs, clean-up expenses, engineering costs, and annual operation, maintenance, and monitoring costs.

(c) Any personal property, fixtures, equipment or furniture of Tenant that remains on the Premises after the termination of this Agreement and the removal of Tenant from the Premises may, at the option of Landlord, be deemed to have been abandoned by Tenant and may either be retained by Landlord as Landlord's property or be disposed of, without accountability, in any manner Landlord may see fit, or if Landlord gives written notice to Tenant to that effect, the property shall be removed by Tenant at Tenant's sole cost and expense. If this Agreement terminates early for any reason other than the default of Tenant, Tenant shall have a reasonable time not exceeding thirty (30) days thereafter to remove its personal property, anything to the contrary notwithstanding.

(d) Landlord shall not be responsible for any loss or damage occurring to any personal property, fixtures, furniture or equipment owned by Tenant.

The provisions of this Section 7.6 shall survive the expiration or earlier termination of this Agreement.

7.7 Holdover. Should Tenant hold over in possession after the termination of this Agreement, such holding over shall not be deemed to extend the term of or renew this Agreement for any fixed term, but the tenancy thereafter shall continue as a tenancy from month to month which shall be terminable by Landlord or Tenant upon sixty (60) days' prior notice to the other and upon the terms and conditions herein contained. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this Agreement shall constitute a failure to vacate to which this Section 7.7 shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose, including preparation for a new tenant. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

ARTICLE VIII: LANDLORD'S RIGHTS AND REMEDIES

In addition to the rights set forth elsewhere in this Agreement (including those provided under Article IX on default) and as provided by applicable law, Landlord has and may freely exercise the following rights and have the following remedies with respect to the Premises and this Agreement:

8.1 Landlord's Right to Transfer. Landlord may sell, exchange, assign, transfer, convey, contribute, distribute, or otherwise dispose of all or any part of Landlord's interest in the Premises, the Improvements or this Agreement (including Landlord's reversion); provided, however, any such sale, exchange, assignment, transfer, conveyance, contribution, distribution, or other disposition shall be subject to Tenant's full interests and rights under and pursuant to this Agreement.

8.2 Subordination; Landlord's Right to Encumber. Landlord may encumber, mortgage, pledge, or otherwise hypothecate Landlord's fee simple interest in the Premises; provided, however, any such encumbrance, mortgage, pledge, or hypothecation (collectively "Encumbrance") shall be subject to Tenant's full interests and rights under and pursuant to this Agreement. If, however, any lender holding an Encumbrance requires that this Agreement be subordinate to the Encumbrance, this Agreement shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that so long as Tenant performs its obligations under this Agreement no foreclosure, deed given in lieu of foreclosure, or sale pursuant to the terms of the Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Tenant's rights under this Agreement. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this Section 8.2. If the Premises are sold as a result of foreclosure of any Encumbrance thereon, or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee.

8.3 Inspection and Access. This Agreement, the Premises and the Improvements, and Tenant's use thereof, are subject to the following provisions for inspection and access:

(a) Tenant shall permit Landlord, or the authorized representative of Landlord, to enter the Premises and the Improvements at all reasonable times during usual business hours for purposes of inspecting the Premises and making any repairs or performing any work that Tenant has neglected or refused to make in accordance with the terms, covenants, and conditions of this Agreement. Nothing in this Agreement shall imply any duty or obligation on the part of Landlord to do any such work or to make any improvements of any kind whatsoever to the Premises (including repairs and other restoration work made necessary due to any fire, other casualty, or partial condemnation, irrespective of the sufficiency or availability of any fire or other insurance proceeds, or any award in condemnation, that may be payable). The performance of any work by Landlord shall not constitute a waiver of Tenant's default in failing to perform the work.

(b) During the progress of any work on the Premises or Improvements performed by Landlord pursuant to this Section 8.3, Landlord may keep and store on the Premises all necessary materials, tools, supplies, and equipment, but said keeping and storage of any or all said necessary materials, tools, supplies and/or equipment shall not reasonably interfere with Tenant's Operations. As long as Landlord does not cause any unreasonable interference with Tenant's Operations, Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of Tenant or any user by reason of making the repairs or performing any such work, or on account of bringing materials, tools, supplies, and equipment onto the Premises or into the Improvements during the course of the work, and the obligations of Tenant under this Agreement shall not be affected by the work.

(c) Landlord shall have the right to enter on the Premises and the Improvements at all reasonable times during usual business hours for the purpose of showing them to prospective purchasers of Landlord's interest and, at any time within two (2) years before the Term expires, for the purpose of showing them to prospective tenants. Landlord's right to enter the Premises shall not, however, unreasonably interfere with Tenant's Operations.

8.4 Landlord's Right to Perform Tenant's Covenants. Landlord may perform Tenant's covenants as follows:

(a) If Tenant at any time fails to make any payment or perform any act on Tenant's part to be made or performed, Landlord may, after seven (10) business days' written notice to Tenant (or without notice in case of an emergency) and without waiving or releasing Tenant from any obligation of Tenant in this Agreement or from any default by Tenant and without waiving Landlord's right to take the action as maybe permissible under this Agreement as a result of the default (but shall be under no obligation to) make any payment or perform any act on Tenant's part to be made or performed as provided in this Agreement, and may enter the Premises and the Improvements for any such purpose, and take all such action Landlord may deem necessary. To the extent that Landlord enters the Premises and undertakes any activities thereon to the Premises, Landlord and it agents shall have, at a minimum, the same insurance protection required of Tenant and its contractors and agents as required in this Agreement.

(b) All sums so paid by Landlord and all costs and expenses incurred by Landlord, including reasonable attorney fees, in connection with the performance of any such act, together with, if Tenant does not pay them within the 60-day period after notice from Landlord, interest at one and one-half percent (1-½ %) per month from the date of the payment or incurring by Landlord of the cost and expense until paid, shall constitute a loan by Landlord to Tenant, and shall be paid by Tenant to Landlord on demand. In the event such loan is outstanding for one hundred twenty (120) days, Tenant shall be in default under this Agreement and Landlord shall be entitled to terminate the Agreement with no further obligations to Tenant.

8.5 Exculpation and Indemnity. This Agreement, the Premises and the Improvements, and Tenant's use thereof, are subject to the following provisions for exculpation and indemnity:

(a) Landlord and Tenant acknowledge that Tenant shall not have exclusive control of the Premises during the Term of this Agreement. Tenant acknowledges that throughout the Term of this Agreement Landlord, or Landlord's agents, other tenants, subtenants, contractors, employees, licensees, or invitees may require access onto or through the Premises, or make other use of the Premises, as part of their use of Landlord's Property. Except for Landlord's or Landlord's agents', other tenants', subtenants', contractors', employees', licensees', or invitees' activities and/or conduct, Landlord shall not be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements, or for any injury or damage to the Premises or the Improvements or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition in any part or portion of the Premises or of the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the Premises or the Improvements, or from the street, subsurface, or any place or quarter, or due to the use, misuse, or abuse of all or any of the Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Improvements, including defects in construction of the Improvements, latent or otherwise.

(b) Tenant shall completely and fully defend, indemnify, and hold Landlord harmless against and from all actions, causes of action, charges, claims, costs, damages, demands, expenses (including reasonable architect and attorney fees), liabilities, obligations, and penalties that may be imposed on or incurred by or asserted against Landlord by reason of any of the following occurrences during Tenant's determination of Baseline Conditions or during the Term: (i) any work or thing done in, on, or about all or any part of the Premises or the Improvements by Tenant or Tenant's agents, subtenants, contractors, employees, licensees or invitees; (ii) any use, non-use, possession, occupancy, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements by Tenant or Tenant's agents, subtenants, contractors, employees, licensees or invitees; (iii) any negligence on the part of Tenant or any of Tenant's agents, subtenants, contractors, employees, subtenants, licensees, or invitees which results in any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements; and (iv) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations in this Agreement to be performed or complied with by Tenant, except to the extent Landlord or its agents negligently perform any of said covenants, agreements, terms, provisions, conditions or limitations on behalf of Tenant.

Landlord shall completely and fully defend, indemnify, and hold Tenant harmless against and from all actions, causes of action, charges, claims, costs, damages, demands, expenses (including reasonable architect and attorney fees), liabilities, obligations, and penalties that may be imposed on or incurred by or asserted against Tenant by reason of any of the following occurrences during the Term: (i) any work or

thing done in, on, or about all or any part of the Premises or the Improvements by Landlord or Landlord's agents, other tenants, subtenants, contractors, employees, licensees, or invitees; (ii) any use, operation, maintenance, or management of all or any part of the Premises or the Improvements by Landlord or Landlord's agents, other tenants, subtenants, contractors, employees, licensees, or invitees; (iii) any negligence on the part of Landlord or any of Landlord's agents, other tenants, subtenants, contractors, employees, licensees, or invitees which results in any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements; and (iv) any failure on the part of Landlord to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations in this Agreement to be performed or complied with by Landlord, except to the extent Tenant or its agents negligently perform any of said covenants, agreements, terms, provisions, conditions or limitations on behalf of Landlord.

(c) Subject to the provisions and limitations of this Agreement, with regard to any Remediation Costs or cleanup of any contamination resulting from Tenant's activities or any post-Agreement remediation that Landlord may be required to perform by any governmental body or in compliance with any Legal Requirements, judicial decree, administrative order, or directive, including any fines or penalties assessed in connection with the foregoing, Tenant shall defend, indemnify and hold harmless Landlord, for any and all Remediation Costs, cleanup and removal expenses, and any other charges, fines, penalties, or costs incurred by Landlord resulting from any requirement for remediation, cleanup, or removal of any Hazardous Materials or contamination arising from Tenant's or Tenant's agents', subtenants', contractors', employees', licensees' or invitees' activities on the Premises, including damages for personal injury or property damages suffered by Landlord or paid by Landlord to third parties or any governmental entity. Tenant expressly reserves the same rights as against Landlord with respect to any contamination or Hazardous Materials present in, on, beneath, or emanating from the Premises prior to the Commencement Date or resulting from Landlord's or Landlord's agents', other tenants', subtenants', contractors', employees', licensees', or invitees' activities on the Premises.

(d) As between Landlord and Tenant, Landlord shall under no circumstances be considered the generator of any Hazardous Materials resulting from Tenant's or Tenant's agents', subtenants', contractors', employees', licensees' or invitees' activities on the Premises, except to the extent said Hazardous Materials come to be located in, on, beneath, or emanating from the Premises as a result of Landlord's negligence or Landlord's or Landlord's agents', other tenants', subtenants', contractors', employees', licensees', or invitees' activities or conduct.

(e) Landlord expressly reserves the right to sue Tenant for indemnification, contribution, or reimbursement under the terms of this Agreement or any Legal Requirements, for or because of any damages or losses resulting from any contamination arising from Tenant's or Tenant's agents', subtenants', contractors', employees', licensees' or invitees' activities on the Premises, or to recover costs for complying with Legal Requirements, governmental cleanup orders, or damages for personal injury or property damage, including natural resources, suffered by Landlord or

paid by Landlord to third parties or any governmental body resulting from any contamination arising from Tenant's or Tenant's agents', subtenants', contractors', employees', licensees' or invitees' activities on the Premises. Tenant expressly reserves the same rights as against Landlord with respect to Landlord's or Landlord's agents', other tenants', subtenants', contractors', employees', licensees', or invitees' activities on correlated to the Premises or any contamination or Hazardous Materials present in, on, beneath, or emanating from the Premises prior to the Commencement Date.

(f) Tenant shall further indemnify, defend, protect, and reimburse Landlord for, and hold Landlord harmless from, and against any and all claims, costs, expenses, demands, suits, judgments, expenses, fines, penalties, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property, including natural resources, and causes of action or proceedings, including administrative proceedings or legal actions and attorneys' and consultants' fees and expenses, arising from: (i) Tenant's lease of, operation of, or activities on the Premises from and after the Commencement Date; (ii) except as expressly otherwise provided in this Agreement, the default by Tenant in the performance of any obligation, covenant, or agreement in this Agreement; or (iii) the presence, origination, release, or deposit of any Hazardous Materials, in, on, or about the Premises arising from Tenant's activities on the Premises, if so present, deposited, or released on the Premises on or after the Commencement Date, whether or not Tenant was aware of or directly involved in the generation or introduction of the materials in, on, or about the Premises, except to the extent the loss, damage, injury, or death is caused by or contributed to by the negligence of Landlord or Landlord's agents, other tenants, subtenants, contractors, employees, licensees, or invitees or otherwise. In addition to its rights to indemnification as set forth elsewhere in this Agreement, Tenant expressly reserves the same rights as against Landlord with respect to Landlord's or Landlord's agents', other tenants', subtenants', contractors', employees', licensees', or invitees' activities on the Premises prior to the Commencement Date, and following the Commencement Date to the extent the loss, damage, injury or death is caused by or contributed to by the negligence of Landlord or Landlord's agents, other tenants, subtenants, contractors, employees, licensees, or invitees or otherwise.

(g) If any action or proceeding is brought against Landlord by reason of any such claim, Tenant shall, upon written notice from Landlord and at Tenant's expense, resist or defend the action or proceeding by counsel approved by Landlord in writing, which approval shall not be unreasonably withheld by Landlord.

(h) Tenant shall look solely to the then interest of Landlord in the Premises, or of any successor of Landlord as owner of the Premises, for the satisfaction of any remedy of Tenant for failure to perform any of Landlord's obligations under this Agreement, express or implied, or under any law. Neither Landlord, nor any disclosed or undisclosed principal or beneficiary of Landlord (or member or agent of Landlord, or trustee, officer, director, shareholder, partner, or agent of any such principal), nor any successor of any of them, shall have any personal liability for any such failure under this Agreement or otherwise. The provisions of this Section 8.5 apply only to Landlord and

to the foregoing persons and are not forth benefit of any insurance company or any other third party.

The indemnification obligations of each party to indemnify the other pursuant to this Section 8.5 shall apply to any common-law cause of action, whether or not codified, including causes of action arising in tort, trespass, nuisance, and strict liability, to federal and state statutory causes of action, and to proceedings or causes of action based on Legal Requirements; and this obligation shall survive the termination or expiration of this Agreement, except, however, to all applicable defenses which Landlord or Tenant may have, including, but not limited to, statute of limitations and/or latches.

ARTICLE IX: DEFAULT AND REMEDIES

9.1 Events of Default. The occurrence of anyone or more of the following events of default constitutes a breach of this Agreement by Tenant:

(a) Tenant's failure, whether by action or inaction, to perform any of Tenant's obligations under this Agreement and the failure continues and is not remedied within sixty (60) days after Landlord has given Tenant a notice specifying the default, or, in the case of a default that can be cured but not within a period of sixty (60) days, if Tenant has not notified Landlord of Tenant's intention to cure default and begun curing the default within the 60-day period, and continuously and diligently completed the cure of the default.

(b) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors.

(c) If involuntary proceedings under any bankruptcy law or insolvency act are instituted against Tenant or any guarantor, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant or any guarantor, and the proceedings are not dismissed or the receivership or trusteeship vacated within twenty (20) days after the institution or appointment.

(d) If Tenant vacates or abandons the Premises, or if this Agreement or the Premises are transferred to or pass to any other person or entity, except as expressly permitted under this Agreement.

9.2 Landlord's Remedies Upon Tenant's Default. Upon the occurrence of an event of default, Landlord may exercise anyone or more of the remedies set forth in this paragraph or any other remedy available under applicable law or in this Agreement:

(a) Landlord or Landlord's agents and employees may reenter the Premises pursuant to their statutory rights afforded by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise.

(b) If and upon Tenant's eviction from the Premises subsequent to a ruling by a court and subsequent to enforcement by any such judgment, Landlord may relet the whole or

any part of the Premises from time to time, either in the name of Landlord or otherwise, to other tenants, for the terms ending before, on, or after the expiration date of the Term, at the rentals and on any other conditions (including concessions and free rent) Landlord may determine to be appropriate. To the extent allowed under California law, Landlord shall have no obligation to relet all or any part of the Premises and shall not be liable for refusal to relet the Premises, or, if there is such a reletting, for refusal or failure to collect any rent due on their letting; and any action of Landlord shall not operate to relieve Tenant of any liability under this Agreement or otherwise affect the liability. Landlord at Landlord's option may make any physical changes to the Premises that Landlord, in Landlord's sole discretion, considers advisable and necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Agreement or otherwise affecting Tenant's liability. Landlord's rights hereunder are subject to Landlord's duty to mitigate any and all of its alleged damages.

(c) Whether or not Landlord retakes possession or relents the Premises, Landlord has the right to seek recovery of damages, legal expenses, and all costs incurred by Landlord in restoring the Premises and the Improvements or otherwise preparing the Premises for reletting, and all reasonable costs incurred by Landlord unrelenting the Premises.

(d) To the extent permitted under California law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages.

(e) In the event of a breach by Tenant of any of the terms or conditions of this Agreement, Landlord shall have the right of injunction to restrain Tenant and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided in this Agreement.

9.3 No Waiver. No failure by a party to insist on the strict performance of any agreement, term, covenant, or condition of this Agreement or to exercise any righter remedy consequent upon a breach constitutes a waiver of any such breach or of the agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by a party, and no breach by a party, shall be waived, altered, or modified except by a written instrument executed by other party. No waiver of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

9.4 Rights and Remedies Cumulative. Each right and remedy provided for in this Agreement is cumulative and is in addition to every other right or remedy provided for in this Agreement and in the Settlement Agreement and Disposal Agreement, and the exercise or beginning of the exercise by Landlord or Tenant of anyone or more of the rights or remedies provided therein shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for therein.

9.5 Costs and Attorney Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the

prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of the suit or action affixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court, and if any petition on review is taken from the decision of the appellate court, reasonable attorney fees as fixed by the higher court.

ARTICLE X: CONDEMNATION

10.1 Total Taking. If, after the execution of this Agreement and prior to the expiration of the Term hereof, the whole of the Premises and/or the Improvements shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Agreement and the Term hereof shall cease and terminate as of the date when possession of the Premises and the Improvements shall be taken by the taking authority and Landlord shall have no further obligation or duty to Tenant pursuant to this Agreement including, but not limited to, the duty to relocate Tenant.

10.2 Partial Taking. If, after the execution of this Agreement and prior to the expiration of the Term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by twenty-five (25%) percent or more of the area in the Premises, or of a portion of the Premises and/or the Improvements that substantially interrupts or substantially obstructs Tenant's use of the Premises; then Tenant may, at its election, terminate this Agreement by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of this Section 10.2, this Agreement and the Term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority, and Landlord shall have no further obligation or duty to Tenant pursuant to this Agreement including, but not limited to, the duty to relocate Tenant.

10.3 Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Agreement or, having such right, shall not elect to terminate this Agreement, this Agreement and the Term thereof shall continue in full force and effect and Tenant shall restore the remaining portions of the Premises and or the Improvements to an architectural whole in substantially the same condition that the same were in prior to such taking.

10.4 The Award. All compensation awarded for any taking, whether for the whole or a portion of the Premises and/or the Improvements, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Premises and/or the Improvements, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in and all such compensation. However, Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and

cost of removal of fixtures and personality installed in or upon the Premises or the Improvements by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

10.5 Dispute over Taking. If there is any dispute between Tenant and Landlord with respect to any issue of fact arising out of a taking mentioned in this Article, the dispute shall be resolved by the same court in which the condemnation action is brought, in proceedings appropriate for adjudicating the dispute.

ARTICLE XI: MISCELLANEOUS

11.1 Amendments. This Agreement may be amended only by an instrument in writing executed by Landlord and Tenant.

11.2 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

11.3 Binding Effect. This Agreement binds and benefits Landlord, and Landlord's successors and assigns, and Tenant, Tenant's successors, and, without waiving restrictions on assignment, Tenant's assigns. Nothing in this Agreement, express or implied, confers, or shall be construed or deemed to confer, upon any person, firm, or other entity not a party to this Agreement, or the legal representatives of any such person, firm, or entity, any rights, claims, or remedies of any nature or kind whatsoever under, with respect to, or by reason of, this Agreement. Each person signing this Agreement warrants authority to do so and to bind principals.

11.4 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to "Parties" in this Agreement is a reference to Landlord and Tenant. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated there under, unless the context requires otherwise.

11.5 Invalidity of Particular Provisions. If any term or provision of this Agreement or the application of the Agreement to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.6 No Partnership. No provision of this Agreement creates, or shall be deemed to create, a partnership, joint venture, or other relationship between Landlord and Tenant except that of landlord and tenant. Landlord shall have no liability for Tenant's debts, liabilities, or obligations whatsoever.

11.7 Non-Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Premises by reason of the fact that this Agreement, the leasehold estate created by this Agreement, or any interest in this Agreement or in any such leasehold estate, may be held, directly or indirectly, by or for the account of any person who shall own the fee estate in the Premises or any interest in the fee estate, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons having an interest in this Agreement, or in the leasehold estate created by this Agreement, shall join in a written instrument effecting the merger and shall duly record the instrument.

11.8 Notices. The following provisions govern all notices required or permitted under this Agreement:

(a) Any notice required or permitted by the terms of this Agreement shall be deemed given if delivered personally to an officer, agent, employee, member, or manager of the party to be notified or sent by United States certified mail, postage prepaid, return-receipt requested, and addressed to the party at its address stated below, or any other addresses designated by either party by written notice to the other. Except as otherwise provided in this Agreement, every notice, demand, requestor other communication shall be deemed to have been given or served on actual receipt.

(b) Tenant shall immediately send to Landlord, in the manner prescribed above foregoing notice, copies of all notices with respect to the Premises or Improvements given by Tenant to, and copies of all such notices that Tenant receives from, any government authorities, fire regulatory agencies, and similarly constituted bodies, and copies of Tenant's responses to the notices.

(c) Notwithstanding anything in this Section 11.8 to the contrary, any notice mailed to the last designated address of any person or party to which a notice may be ores required to be delivered pursuant to this Agreement or this Section 11.8 shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of the person or party to accept delivery of the notice.

Chandler's

Chandler's Sand and Gravel, Inc.
26311 Palos Verdes Drive
Rolling Hills Estates, CA 90274

With a copy to:

Kenneth A. Ehrlich
Jeffer Mangels Butler & Mitchell LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067

COUNTY OF LOS ANGELES:

Los Angeles County, Dept. Public Works
Environmental Programs Division
900 S. Fremont Ave., Annex 3rd Floor
Alhambra, CA 91803

11.9 Authority. Only the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") has the authority, by formally approving and/or executing this Agreement, to bind Tenant to the terms included herein. Each individual executing this Agreement on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Tenant, and that this Agreement is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Agreement may be altered or deleted, nor may any new material terms be added to this Agreement, without the express written approval of the Board of Supervisors, either through an amendment to the Agreement or by other formal board action. No County of Los Angeles officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Agreement and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Agreement. Each individual executing this Agreement on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Landlord, and that this Agreement is binding upon Landlord in accordance with its terms.

11.10 Solicitation of Consideration. Landlord acknowledges that it is aware of the following provision: It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to county officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the lease. Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

11.11 Quiet Enjoyment. Tenant, on observing and keeping all covenants and conditions of this Agreement on Tenant's part to be kept, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone claiming by, through, or under Landlord as such, subject, however, to the exceptions, reservations, and conditions of this Agreement.

11.12 Attorney's Fees. In the event this Agreement gives rise to a lawsuit, arbitration, or other legal proceeding among any of the parties hereto, the prevailing party shall be entitled to recover actual court costs and reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

11.13 Entire Agreement. This Agreement (including exhibits) sets forth the parties' complete, entire, and exclusive understanding about the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties about the subject matter.

IN WITNESS WHEREOF, Chandler's has executed this Contract or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CHANDLER'S PALOS VERDES SAND AND GRAVEL CORPORATION

LOS ANGELES COUNTY

By: [Signature]
(Signature)
John P. Robertson
(Print Name)
President
(Title)

By: [Signature]
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors



By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22

NOV 20 2012

APPROVED AS TO FORM:

JEFFER, MANGELS, BUTLER & MITCHELL LLP

By: [Signature]
Kenneth A. Ehrlich
Attorneys for Chandler's Palos Verdes Sand and Gravel

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

JOHN F. KRATTLI
County Counsel

By: [Signature]
Julia Weissman
Attorneys for County of Los Angeles

77875

EXHIBIT “1”

CHANDLER’S

INERT DEBRIS ENGINEERED FILL OPERATION

OPERATION PLAN, ATTACHMENT “A”

ATTACHMENT "A"
**LIST OF ACCEPTABLE/
UNACCEPTABLE MATERIALS**

EXHIBIT A



CHANDLER RANCH PROPERTIES

AERIAL PHOTO DATED 2004 - 224 ACRE PROJECT SITE



CHANDLER RANCH PROPERTIES

EXISTING OWNERSHIP



CHANDLER RANCH PROPERTIES

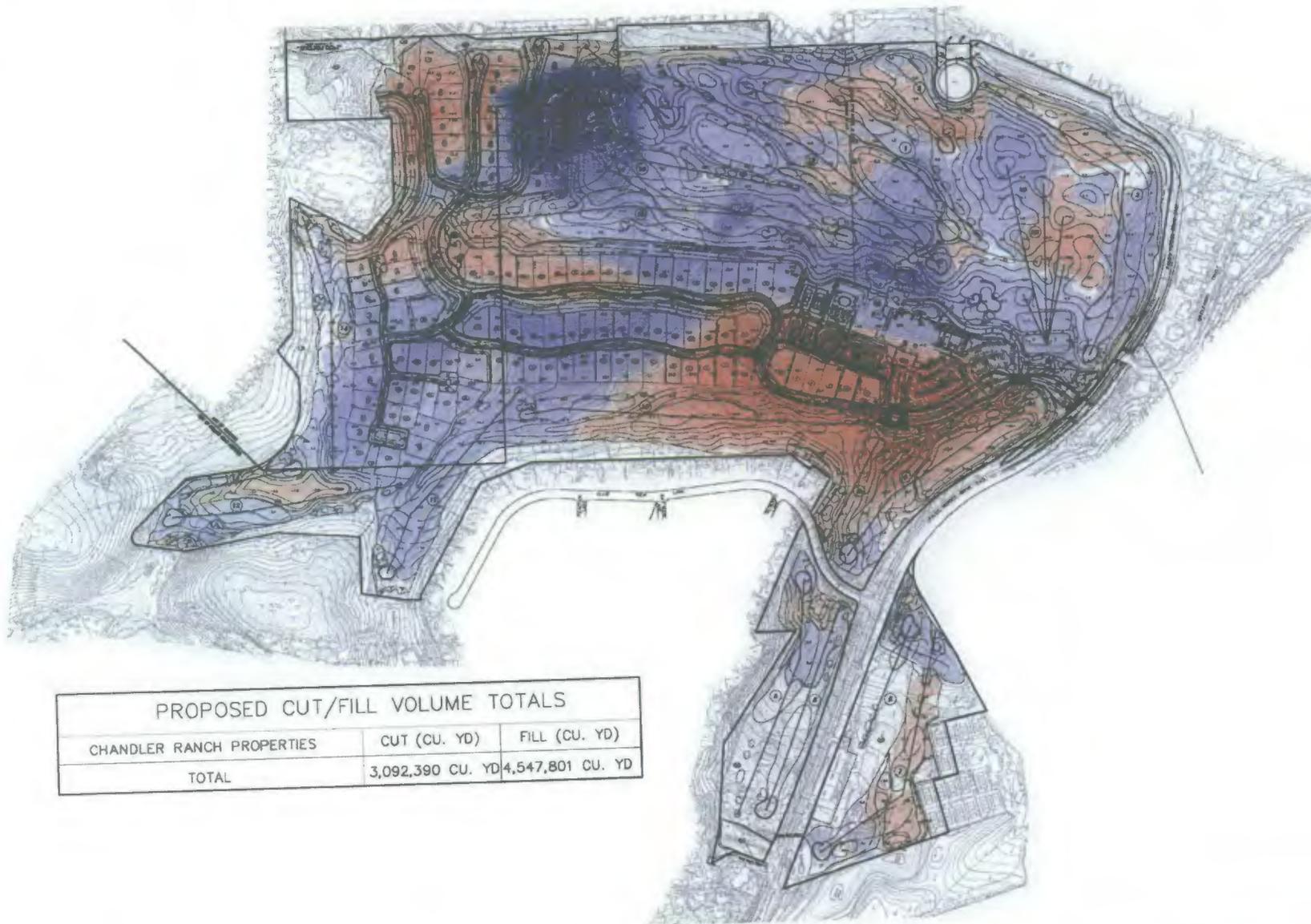
ACTIVE AND COMPLETED LANDFILL AREAS

Rolling Hills Country Club
Golf Course
Rolling Hills Estates, CA
Illustrative Site Plan



CHANDLER RANCH PROPERTIES

RENDERED MASTER PLAN



CHANDLER RANCH PROPERTIES

CUT FILL VOLUME ANALYSIS



PROPOSED STOCKPILE VOLUME TOTALS		
AREA	CUT (CU. YD)	FILL (CU. YD)
TOP OF INERT LANDFILL TO ELEVATION = 190	0 C.Y.	400,904 C.Y.

CHANDLER RANCH PROPERTIES

ADDITIONAL LANDFILL MATERIAL



EXISTING VOLUME TOTALS	
AREA	AMOUNT OF MATERIAL IN EXISTING STOCKPILE
AREA A - COVER STOCKPILE STORAGE (NATURAL)	285,979
AREA B - COVER (PROCESSED)	174,390
AREA C - (NATURAL)	17,980
TOTAL	478,349 CU. YD

CHANDLER RANCH PROPERTIES

EXISTING STOCKPILED MATERIAL

DEVELOPMENT PROJECT EARTHWORK SUMMARY:

	<u>CUT</u>	<u>FILL</u>
Common Excavation	2,947,965 cy	4,213,877 cy
Stockpile Area Excavation (Above Finished Grade)	144,425 cy	0 cy
Stockpile Area Over Excavation	0 cy	333,924 cy
Estimated Raw Quantity Subtotal	3,092,390 cy	4,547,801 cy
Estimated Shrinkage = 10%	- 309,239 cy	0 cy
Estimated Subsidence = 0.2ft Over the 225 Acre site	0 cy	+72,600 cy
Total	2,783,151 cy	4,620,401 cy
		1,837,250 cy
Estimated Additional Construction Material Required (Rounded)		1,850,000cy

CHANDLER RANCH PROPERTIES

ADDITIONAL CONSTRUCTION MATERIAL

Chandler Inert Landfill Master Plan Timeline:

1. Chandler and Rolling Hills Country Club (RHCC) in April 2002 agree to commence a joint effort for the creation and entitlement of a master plan of reuse for their properties. The combined properties are 224 acres.
2. A definitive master agreement is executed in April 2004 between Chandler and RHCC in which Chandler is contractually obligated to provide RHCC with approximately 163 acres of finish graded property within twelve inches of the design grades for the new golf course. The graded area includes the entire active landfill area.
3. In July 2005 Chandler revises the landfill operations to meet the grading specifications of the master agreement and to manufacture and store sufficient quantities of construction materials in order to balance the entire 224 acre development site.
4. In January 2007, Chandler and RHCC file the entitlement applications with the City of Rolling Hills Estates.
5. Preparation of the EIR commences July 2007.
6. Initial draft of the EIR is completed in April 2009.
7. Final EIR is completed in July 2010.
8. Public hearing before the City of Rolling Hills Estates Planning Commission is scheduled for October 4, 2010.

EXHIBIT B

**CHANDLER'S
INERT DEBRIS ENGINEERED FILL OPERATIONS
OPERATION PLAN**



Inert Debris Engineered Fill Operations Operation Plan

**Chandler's Inert Debris
Engineered Fill Operation
Rolling Hills Estates, CA**



Submitted to:

Los Angeles County
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

Prepared for:

Chandler's Palos Verdes Sand & Gravel Company
26311 Palos Verdes Drive East
Rolling Hills Estates, CA 90274

Date: ~~July 26, 2004~~
updated Feb, 25 2010 (TW)

Justice & Associates

4155 Outer Traffic Circle
Long Beach, CA 90804-2111

(562) 961-3494 Fax: (562) 961-3493

CONTACT: Tom Davis

Reference: 8533



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TABLE OF CONTENTS

1.0	SECTION 17388(l) – DEFINITION OF AN INERT DEBRIS ENGINEERED FILL OPERATION (IDEFO).....	1
1.1	Duration of Operation.....	2
1.2	Accepted Materials.....	2
1.3	Placement of Materials.....	2
1.4	Professional Certification.....	2
1.5	Annual Certification.....	2
1.6	On-Site Operating Record.....	2
1.7	Type A Material.....	2
2.0	SECTION 17388.3 – SPECIFIC ELEMENTS OF AN IDEFO.....	3
2.1	Section 17388.3(a) Waste Discharge Requirements.....	3
2.2	Section 17388.3(b) EA Inspections.....	3
2.3	Section 17388.3(c) Operation Plan.....	3
2.4	Section 17388.3(d) State Minimum Standards.....	3
2.5	Section 17388.3(e) Annual Report.....	3
2.6	Section 17388.3(f) Closure Title Record.....	3
2.7	Section 17388.3(g) Final Cover.....	4
2.8	Section 17388.3(h) Non-Compliance.....	4
2.9	Section 17388.3(i) Full Solid Waste Facilities Permit.....	4
3.0	OPERATION PLAN.....	5
3.1	Section 17390(a) Name of Operator, Owner and Company.....	5
3.1.1	Operator Name.....	5
3.1.2	Owner Name.....	5
3.1.3	Company Represented.....	5
3.2	Section 17390(b) Schematic Drawing of Operations.....	5
3.3	Section 17390(c) Facility Description.....	5
3.3.1	Final Cover.....	6
3.4	Section 17390(d) Days and Hours of Operation.....	6
3.4.1	Days of Operation.....	6
3.4.2	Hours of Operation.....	6
3.5	Section 17390(e) Facility Acreage.....	6
3.5.1	Size of Facility.....	6
3.5.2	Size of Fill Area.....	6
3.6	Section 17390(f) Design Capacity.....	6
3.6.1	Assumptions.....	6
3.6.2	Methods.....	6

3.6.3	Calculations.....	7
3.7	Section 17390(g) Types and Daily Quantities of Waste or Debris.....	7
3.7.1	Types of Materials	7
3.7.2	Quantities of Materials.....	7
3.7.3	Conversion Factor	7
3.8	Section 17390(h) Compliance with State Minimum Standard	7
3.8.1	Article 1 – Operating Criteria	7
3.8.1.1	20510.CIWMB – Disposal Site Records	7
3.8.1.2	20517.CIWMB – Documentation of Enforcement Agencies (EA) Approvals Determinations and Requirements	9
3.8.1.3	20517.CIWMB – Signs.....	9
3.8.1.4	20530.CIWMB – Site Security	10
3.8.1.5	20540.CIWMB – Roads.....	10
3.8.1.6	20550.CIWMB – Sanitary Facilities.....	11
3.8.1.7	20560.CIWMB – Drinking Water Supply	11
3.8.1.8	20570.CIWMB – Communications Facilities.....	11
3.8.1.9	20580.CIWMB – Lighting.....	11
3.8.1.10	20590.CIWMB – Personnel Health and Safety	12
3.8.1.11	20610.CIWMB – Training.....	12
3.8.1.12	20615.CIWMB – Supervision	12
3.8.1.13	20620.CIWMB – Site Attendant.....	13
3.8.1.14	20630.CIWMB – Confined Unloading.....	13
3.8.1.15	20650.CIWMB – Grading of Fill Surfaces.....	13
3.8.1.16	20660.CIWMB – Stockpiling	14
3.8.2	Article 3.CIWMB – Handling, Equipment and Maintenance.....	14
3.8.2.1	20710.CIWMB – Scavenging, Salvaging and Storage.....	14
3.8.2.2	20720.CIWMB – Non-Salvageable Items	15
3.8.2.3	20730.CIWMB – Volume Reduction and Energy Recovery	15
3.8.2.4	20740.CIWMB – Equipment	16
3.8.2.5	20750.CIWMB – Site Maintenance.....	16
3.8.3	Article 4.CIWMB – Control	17
3.8.3.1	20760.CIWMB – Nuisance Control	17
3.8.3.2	20770.CIWMB – Animal Feeding.....	18
3.8.3.3	20780.CIWMB – Open Burning and Burning Wastes	18
3.8.3.4	20790.CIWMB – Leachate Control	18
3.8.3.5	20800.CIWMB – Dust Control.....	18
3.8.3.6	20810.CIWMB – Vector and Bird Control.....	19
3.8.3.7	20820.CIWMB – Drainage and Erosion Control	19
3.8.3.8	20830.CIWMB – Litter Control	20
3.8.3.9	20840.CIWMB – Noise Control	20
3.8.3.10	20860.CIWMB – Traffic Control	21
3.8.3.11	20870.CIWMB – Hazardous Wastes.....	22

3.8.3.12	20900.CIWMB – Air Criteria	23
3.9	Section 17390(i) Quench or Process Water	23
3.9.1	Anticipated Volume of Water	23
3.9.2	Planned Method of Treatment and Disposal of Any Wastewater	23
3.10	Section 17390(j) Description of Provisions to Handle Unusual Peak Loading	23
3.11	Section 17390(k) Description of Equipment	24
3.11.1	Description of Transfer of Equipment	24
3.11.2	Description of Recovery Equipment	24
3.11.3	Description of Processing Equipment	24
3.12	Section 17390(l) Planned Method for Final Placement of the Solid Waste	24
3.12.1	Fill Area #1	24
3.12.2	Fill Area #2	24
3.12.3	Fill Area #3	24
3.12.4	Fill Area #4	25
3.12.5	Fill Area #5	25
3.12.6	Fill Area #6	25
3.13	Section 17390(m) Planned Method for the Storage and Removal of Salvaged Material	25
3.14	Section 17390(n) Resume of Management Organization	25
3.15	Section 17390(o) Description of Road Building and Seasonal Tipping Pad Design	25
3.15.1	Description of Road Building	25
3.15.2	Seasonal Tipping Pad Design	26
3.16	Section 17390(p) Program to Prevent the Acceptance of Unapproved Materials and Hazardous Wastes	26
3.17	Section 17390(q) Planned Method for Storage and Removal of Prohibited Waste	26
3.18	Section 17390(r) Proposed Final Productive Use(s)	26
3.19	Section 17390(s) Compaction Standard	26
3.20	Section 17390(t) Operator's Injury and Illness Prevention Plan	26

Figures	-	Description
3.1	-	Vicinity Map
3.2	-	Schematic Drawing

Attachment	-	Description
"A"	-	List of Acceptable/Unacceptable Materials
"B"	-	Waste Discharge Requirements
"C"	-	Enforcement Agency Notification Form
"D"	-	Weighmaster Form
"E"	-	Record of Excavations
"F"	-	Daily Log Form
"G"	-	Personnel Training Log
"H"	-	Contact Information
"I"	-	Contact Information Correspondence
"J"	-	Equipment List and Capacity
"K"	-	Waste Load Checking Program
"L"	-	Resumes of Management Organization
"M"	-	Injury and Illness Prevention Plan
"N"	-	Compliance Statement



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1.0 SECTION 17388(I) – DEFINITION OF AN INERT DEBRIS ENGINEERED FILL OPERATION (IDEFO)

“Inert Debris Engineered Fill Operation” means an activity exceeding one year in duration in which only the following inert debris may be used: fully cured asphalt, uncontaminated concrete (including steel reinforcing rods embedded in the concrete), crushed glass, brick, ceramics, clay and clay products, which may be mixed with rock and soil. Those materials are spread on land in lifts and compacted under controlled conditions to achieve a uniform and dense mass which is capable of supporting structural loading, as necessary or supporting other uses such as recreation, agriculture and open space in order to provide land that is appropriate for an end use consistent with approved local general and specific plans (e.g., roads, building sites or other improvements) where an engineered fill is required to facilitate productive use(s) of the land. Filling above the surrounding grade shall only be allowed upon the approval of all governmental agencies having jurisdiction. The engineered fill shall be constructed and compacted in accordance with all applicable laws and ordinances and in accordance with specifications prepared and certified at least annually by a Civil Engineer, Certified Engineering Geologist or similar professional licensed by the State of California and maintained in the operating record of the operation. The operator shall also certify under penalty of perjury, at least annually, that only approved inert debris has been placed as engineered fill and specifying the amount of inert debris placed as fill. These determinations may be made by reviewing the records of an operation or by on-site inspection. Certification documents shall be maintained in the operating records of the operation and shall be made available to the EA during normal business hours. Acceptance of other Type A inert debris or shredded tires pursuant to Waste Discharge Requirements prior to the effective date of this Article does not preclude an activity from being deemed an inert debris engineered fill operation, provided that the operation meets all the requirements of this Article once it takes effect. Where such materials have been deposited, the operator must specify in the operation plan the type of waste previously accepted, a diagram of the fill area and estimations of the depth of the fill material previously accepted. Inert debris placed in an Inert Debris Engineered Fill Operation is not counted as diversion or disposal for a given jurisdiction”.

1.1 Duration of Operation

The anticipated duration of the operation will exceed one year.

1.2 Accepted Materials

The list of acceptable materials can be found as Attachment "A". This list is consistent with the definition.

1.3 Placement of Materials

Accepted materials are placed in a manner consistent with the definition. Refer to Sections 3.3 and 3.12 for a detail description of the material placement method.

1.4 Professional Certification

Neblitt & Associates, Inc. has herein certified the fill portion of the operation plan. See Attachment "N".

1.5 Annual Certification

The operator will certify annually that only approved inert debris is placed as fill.

1.6 On-Site Operating Record

Chandler's IDEFO will keep an operating record at the facility.

1.7 Type A Material

Type A material has not been deposited before the effective date of this Article.

Based on the information listed above Chandler's Landfill is classified as an inert debris engineered fill operation (IDEFO).



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2.0 SECTION 17388.3 – SPECIFIC ELEMENTS OF AN IDEFO

IDEFO's shall submit Enforcement Agency (EA) Notifications, as set forth in California Code of Regulations (CCR), Title 14, Section 18100 et seq. and shall comply with all applicable Regional Water Quality Control Board (RWQCB) waste discharge requirements.

2.1 Section 17388.3(a) Waste Discharge Requirements

Refer to Attachment "B" for the Waste Discharge Requirements.

2.2 Section 17388.3(b) EA Inspections

IDEFO's shall be inspected as necessary by the EA to verify compliance with state minimum standards. Inspections shall be conducted annually as approved by the EA.

2.3 Section 17388.3(c) Operation Plan

This document serves as the operation plan. A notice of intent to operate is being submitted concurrently with this operation plan. A copy of the Enforcement Agency Notification form can be found as Attachment "C".

2.4 Section 17388.3(d) State Minimum Standards

All required state minimum standards will be included in the operation plan. Refer to Section 3.8.

2.5 Section 17388.3(e) Annual Report

An annual report will be submitted to the Enforcement Agency (EA) by March 1st of each year. The EA for the subject operation is the Los Angeles County Department of Public Works.

2.6 Section 17388.3(f) Closure Title Record

Upon completion or cessation of fill activities for more than one year and/or sale of all or any portion of the property, a title statement will be recorded by the Los Angeles County Recorder.

2.7 Section 17388.3(g) Final Cover

Final cover requirements are described in Section 3.3.

2.8 Section 17388.3(h) Non-Compliance

If the IDEFO exceeds three (3) violations in a 2-year period the facility may no longer qualify for an EA Notification and the operator must apply for a full solid waste facilities permit.

2.9 Section 17388.3(i) Full Solid Waste Facilities Permit

This facility does not have a full solid waste facilities permit.



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3.0 OPERATION PLAN

Each operator of an IDEFO, together with its notification of intent to operate filed pursuant to Section 17388.3, shall file with the EA an operation plan. The operator must file amendments as necessary to maintain the accuracy of the plan.

3.1 Section 17390(a) Name of Operator, Owner and Company

3.1.1 Operator Name

Chandler's Landfill
26311 Palos Verdes Drive East
Rolling Hills Estates, CA 90274

3.1.2 Owner Name

Chandler's Palos Verdes Sand and Gravel Company
P.O. Box 295
Lomita, CA 90717

3.1.3 Company Represented

Chandler's Palos Verdes Sand and Gravel Company
P.O. Box 295
Lomita, CA 90717

3.2 Section 17390(b) Schematic Drawing of Operations

Refer to Figure 3.1, Schematic Drawing

3.3 Section 17390(c) Facility Description

Chandler's Palos Verdes Sand and Gravel Company operates an 86 acre IDEFO at the northeast edge of the San Pedro Hills. The facility is located in the City of Rolling Hills Estates near the Pacific Coast Highway; Township 4 South, Range 14 West, Section 35 East (See Figure 3.2, Vicinity Map).

3.3.1 Final Cover

The final cover thickness will vary from 0 to 10 feet and will be comprised of clean uncontaminated dirt.

3.4 Section 17390(d) Days and Hours of Operation

3.4.1 Days of Operation

Monday - Friday

3.4.2 Hours of Operation

8 a.m. - 5 p.m.

3.5 Section 17390(e) Facility Acreage

3.5.1 Size of Facility

86 Acres.

3.5.2 Size of Fill Area

15.5 Acres.

3.6 Section 17390(f) Design Capacity

The design capacity of the facility is 8 million tons as of January 1, 2004.

3.6.1 Assumptions

The design capacity is based on the assumption that the fill level will be at elevation 200 feet AMSL, the top of the excavation slope. As the golf course plan evolves, the fill will most likely be less because of the need to accommodate a storm water retention basin and golf course features.

3.6.2 Methods

A 1996 survey was conducted to determine the fill capacity in cubic yards to elevation 200 feet AMSL.

3.6.3 Calculations

The cubic yardage was converted to tons using the factor of 1.5 tons/cubic yard. The tonnage then was reduced from the 1996 figure to present by subtracting the import tonnage since 1996.

3.7 Section 17390(g) Types and Daily Quantities of Waste or Debris

3.7.1 Types of Material

Material accepted at this facility is in compliance with the definition of an IDEFO and the waste discharge requirements adopted by the Los Angeles Regional Water Quality Control Board. The list of acceptable material can be found as Attachment "A".

3.7.2 Quantities of Material

The daily quantity of inert debris accepted ranges from 1,330 to 3,300 tons.

3.7.3 Conversion Factor

The conversion factor is 1.5 tons per cubic yard.

3.8 Section 17390(h) Compliance with State Minimum Standard

All IDEFO's shall comply with the state minimum standards set fourth in Title 27 CCR, Division 2, Chapter 30, Subchapter 4, Article 1, Article 3 and Article 4 (except Sections 20515, 20640, 20880 and 20890).

3.8.1 Article 1 - Operating Criteria

3.8.1.1 20510.CIWMB - Disposal Site Records

- Each site operator shall keep records of weights or volumes accepted in a form and manner approved by the EA. Such records shall be submitted to the EA upon request, accurate to within 10 percent and adequate for overall planning purposes and forecasting the rate of site filling.

The operator will use the weighmaster form as found as Attachment "D".

- **Each site operator shall maintain records of excavations which may affect the safe and proper operation of the site or cause damage to adjoining properties.**

The operator will use the Record of Excavations form as found as Attachment "E".

- **Each site operator shall maintain a daily log book or file of the following information: fires, landslides, earthquake damage, unusual and sudden settlement, injury and property damage accidents, explosions, receipt or rejection of unpermitted wastes, flooding and other unusual occurrences.**

The operator will use the Daily Log Form as found as Attachment "F".

- **Each site operator shall maintain a record of personnel training.**

The operator will use the Personnel Training Log as found as Attachment "G".

- **Each site operator shall maintain a copy of written notification to the EA, local health agency and fire authority of names, addresses and telephone numbers of the operator or responsible party of the site.**

The operator's contact information is found as Attachment "H". Correspondence transmitting this contact information to the enforcement agency and the local health agency and fire authority is found as Attachment "I".

- Disposal site records, including MSWLF unit records are available for inspection by the EA, the local health agency and the CIWMB during normal business hours and retained near the site in an operating record or in an alternative location approved by the EA.

The operating record is available for inspection at the office as shown on Figure 3.1.

3.8.1.2 20517.CIWMB – Documentation of Enforcement Agencies (EA) Approvals Determinations and Requirements

Approvals, determinations and other requirements the EA is authorized to make are documented in writing to the operator and placed in the operating record by the operator.

The operating record is available for inspection at the office as shown on Figure 3.1.

3.8.1.3 20517.CIWMB – Signs

- Each point of access from a public road shall be posted with an easily visible sign indicating the facility name and other pertinent information as required by EA.

Figure 3.1 indicates the location of signage.

- If the site is open to the public, there shall be an easily visible sign at the primary entrance, indicating name of site operator, operator's telephone number and hours of operation; an easily visible sign stating schedule of charges and general types of materials which either (1) will be accepted, or (2) will not be accepted.

Figure 3.1 indicates the location of signage. The list of acceptable and unacceptable types of materials will be posted as found as Attachment "A".

- If site is open to the public, there shall be easily visible road signs and/or traffic control measures which direct traffic to the active face and other areas where wastes or recycled material will be deposited.

Figure 3.1 indicates the location of internal traffic control signage.

- Additional Signs and/or measures may be required at a disposal site by the EA to protect personnel and public health and safety.

Figure 3.1 indicates the location of signage.

3.8.1.4 20530.CIWMB – Site Security

The site shall be designed to discourage unauthorized access by persons and vehicles by using a perimeter barrier or topographic constraints. Areas within the site where open storage or ponding of hazardous materials occurs shall be separately fenced or otherwise secured as determined by the EA. The EA may also require that other areas of the site be fenced to create an appropriate level of security.

The facility has a perimeter fence with the exception of the southern boundary. This boundary is shared with the Rolling Hills Country Club that is itself a gated community. The fence is constructed with chain link and is 6' tall with three (3) strands of barbwire at the top.

Two (2) gates are found at the facility and are locked when the facility is not attended. Figure 3.1 indicates the location of the perimeter fence and the gates.

3.8.1.5 20540.CIWMB – Roads

Roads within the permitted facility boundary are designed to minimize the generation of dust and the tracking of material onto adjacent public roads. These roads are kept in safe condition and maintained such that vehicle access and unloading can be conducted during implement weather.

The majority of the internal roads are paved with concrete or asphalt as shown on Figure 3.1. Three track-out plates are used to knock debris off of the truck tires. They are shown on Figure 3.1. A dedicated street sweeper is used to sweep the paved internal roads as well as Palos Verdes Drive East.

3.8.1.6 20550.CIWMB – Sanitary Facilities

Sanitary facilities, consisting of an adequate number of toilets and hand washing facilities, shall be available to personnel at or in the immediate vicinity of the site as approved by the EA.

The facility provides restroom facilities for its personnel at the location(s) as indicated on Figure 3.1. Also, a portable toilet is located at the bottom of the ramp leading to Fill Area 1.

3.8.1.7 20560.CIWMB – Drinking Water Supply

Safe and adequate drinking water for the site personnel shall be available.

Bottled water is available for site personnel at the location(s) indicated on Figure 3.1.

3.8.1.8 20570.CIWMB – Communications Facilities

Each site shall have communication facilities available to site personnel to allow quick response to emergencies.

Communication facilities are provided at the scalehouse located on Figure 3.1.

3.8.1.9 20580.CIWMB – Lighting

Where operations are conducted during hours of darkness, the site and/or equipment shall be equipped with adequate lighting as approved by the enforcement agency to ensure safety and to monitor the effectiveness of operations.

There are no night time operations.

3.8.1.10 20590.CIWMB – Personnel Health and Safety

Operating and maintenance personnel shall wear and use appropriate safety equipment as required by the EA.

All site personnel will wear and use personal safety equipment as required by Cal OSHA or MSHA.

3.8.1.11 20610.CIWMB – Training

Personnel assigned to operate the site shall be adequately trained in subjects pertinent to the site operation and maintenance, including requirements of this chapter, hazardous materials recognition and screening, and heavy equipment operations, with emphasis on safety, health, environmental controls and emergency procedures. A record of such training shall be placed in the operating record.

The Personnel Training Log is found as Attachment "G".

3.8.1.12 20615.CIWMB – Supervision

The site operator shall provide adequate supervision of a sufficient number of qualified personnel to ensure proper operation of the site in compliance with all applicable laws, regulations, permit conditions and other requirements. The operator shall notify the enforcement agency and local health agency in writing of the names, addresses, and telephone number of the operator or responsible party. A copy of the written notification shall be placed in the operating record.

The facilities contact information, including that of the supervisor, is found as Attachment "H". The correspondence transmitting the contact information to the enforcement agency and the local health agency is found as Attachment "I". The contact information will be posted at the scalehouse.

3.8.1.13 20620.CIWMB – Site Attendant

Any disposal site open to the public shall have an attendant present during public operating hours or the site shall be inspected by the operator on a regularly schedule basis, as determined by the enforcement agency.

The facility has three (3) attendants on-site during hours of operation as specified in Section 3.4.

3.8.1.14 20630.CIWMB – Confined Unloading

Unloading of solid wastes shall be confined to as small an area as possible to accommodate the number of vehicles using the area without resulting in traffic, personnel, or public safety hazards. Waste materials shall normally be deposited at the toe of the fill, or as otherwise approved by the enforcement agency.

The unloading of inert material is confined to small areas along the working face of each fill area allowing for safe operation of the facility. Using up to five (5) fill areas allows for flexibility regarding vehicle crowding.

3.8.1.15 20650.CIWMB – Grading of Fill Surfaces

Covered surfaces of the disposal area shall be graded to promote lateral runoff of precipitation and to prevent ponding. Grades shall be established of sufficient slopes to account for future settlement of the fill surface. Other effective maintenance methods may be allowed by the enforcement agency.

The fill areas are graded so that the precipitation run off flows to the sump located northwest of Fill Area #1.

3.8.1.16 20660 CIWMB – Stockpiling

Cover material or native material unsuitable for cover, stockpiled on the site for use or removal, shall be placed so as not to cause problems or interfere with unloading, spreading, compacting, access, safety, drainage, or other operations.

Potential cover material is directed to the dedicated Fill Areas #2 and #6. In placing the potential cover material in Fill Area #2, problems regarding unloading, spreading, compacting, access, safety and drainage is avoided. Once a fill area is filled to its designated elevation, cover material will be recovered from Fill Area #2 and spread over the full fill area to the designed thickness. Fill Area #6 shares a ramp with Fill Areas #1 and #3. However, the ramp is wide enough to accommodate 2-way traffic. Also, scalehouse personnel has the ability to direct traffic to different fill areas in a manner to avoid interference with other operations.

3.8.2 Article 3. CIWMB – Handling, Equipment and Maintenance

3.8.2.1 20710.CIWMB – Scavenging, Salvaging and Storage

- a.) **Scavenging is prohibited at any disposal site.**

No scavenging is allowed.

- b.) **Salvaging as approved by the EA shall be conducted in a planned and controlled manner and shall not interfere with other aspects of site operations, including the expeditious entry and egress of vehicles at the site.**

Salvaging of materials such as metals is only conducted by site personnel and is done so in a planned and controlled manner. No salvaging by outside persons or companies are allowed.

- c.) Salvaged materials generated on-site or imported shall be placed for storage in a specified, clearly identifiable area segregated from the working face. Salvaged materials shall be arranged so as to minimize risk of fire, health and safety hazard, vector harborage, or other hazard or nuisance, and be limited to a volume and storage time as approved by the enforcement agency.

The only material salvaged is metal (e.g. rebar). The site attendants pick the metal from the dumped inert debris prior to it being dozed. The metal is placed in piles then picked up by a front end loader and dumped into a dedicated roll off container.

3.8.2.2 20720.CIWMB – Non-Salvageable Items

Drugs, cosmetics, foods, beverages, hazardous chemicals, poisons, medical wastes, syringes, needles, pesticides and other materials capable of impairing public health shall not be salvaged unless approved the EA and the local health agency.

Non-salvageable items will not be accepted.

3.8.2.3 20730.CIWMB – Volume Reduction and Energy Recovery

Volume reduction such as incineration, baling, shredding, compositing, pyrolysis, and materials and energy recovery operations as approved by the EA shall be confined to specified, clearly identifiable areas of the site. If volume reduction is conducted, operations shall be done in a controlled manner as an integral part of the operation and not interfere with the proper construction and maintenance of the site or create health, safety, or environmental problems.

No volume reduction other than compaction, nor energy recovery, will be conducted at the facility.

3.8.2.4 20740.CIWMB – Equipment

Equipment shall be adequate in type, capacity and number, and sufficiently maintained to permit the site operation to meet requirements of these standards.

An equipment list and capacity can be found as Attachment “J”.

3.8.2.5 20750.CIWMB – Site Maintenance

The operator shall implement a preventative maintenance program to monitor and promptly repair or correct deteriorated or defective conditions with respect to requirements of the CIWMB standards, and conditions established by the EA. All other aspects of the disposal site shall be kept in a state of reasonable repair.

The operator conducts the following preventative maintenance program.

A. Equipment

The equipment, as listed in Appendix “J” used in the operation is subject to routine maintenance as specified by the equipment manufacturer. Repair is conducted onsite by out-source vendors using service trucks.

When equipment needs repair that will cause it to be out of service for an extended period of time, replacement equipment is rented.

B. Roads and Fill Areas

The interior dirt roads and fill areas are routinely graded to keep them smooth for safe travel.

The asphalt interior roads are patched as necessary to ensure safe travel.

It is the responsibility of the site superintendent and site attendants to monitor the site condition and order maintenance as necessary beyond the preventative maintenance described herein.

3.8.3 Article 4.CIWMB - Control

3.8.3.1 20760.CIWMB – Nuisance Control

Each disposal site shall be operated and maintained so as not to create a public nuisance.

The following conditions and procedures are met to keep the operation from being a nuisance.

1. Visual Aesthetics

Because of its topography, the site is not visible from most neighbors. The eastern side of the site along Palo Verdes Drive is landscaped including a significant landscape berm.

2. Fugitive Dust

See Section 3.8.3.5

3. Noise

See Section 3.8.3.9

4. Litter

See Section 3.8.3.8

5. Vector and Birds

See Section 3.8.3.6

3.8.3.2 20770.CIWMB – Animal Feeding

Feedin of solid waste to animals which will be used for human consumption is prohibited on disposal sites. Grazing of livestock away from operating areas is permitted.

No onsite feeding of animals is conducted.

3.8.3.3 20780.CIWMB – Open Burning and Burning Wastes

- a.) **Open burning of solid waste, except for the infrequent burning of agricultural wastes, silvicultural wastes, land clearing debris, diseased trees, or debris from emergency clean-up operations, is prohibited at all solid waste landfills.**

There will be no open burning at the facility.

- b.) **If burning wastes are received, they shall be deposited in a safe area and extinguished. If burning wastes have been placed in an active face, they shall be immediately excavated, spread and extinguished.**

No burning wastes will be accepted.

3.8.3.4 20790.CIWMB – Leachate Control

The operator shall ensure the leachate is controlled to prevent contact with the public.

Leachate is not generated at this IDEFO.

3.8.3.5 20800.CIWMB – Dust Control

The operator shall take adequate measures to minimize the creation of dust and prevent safety hazards due to obscured visibility.

The majority of the interior roads are paved.

A 4,000 gallon water truck is used to spray non-paved roads and the working faces of the fill areas in use.

The street sweeper sweeps dust from the interior roads and Palo Verdes Drive. The sweeper is equipped with a spray bar that suppresses dust during sweeping.

3.8.3.6 20810.CIWMB – Vector and Bird Control

The operator shall take adequate steps to control or prevent the propagation, harborage or attraction of flies, rodents, or other vectors and to minimize bird problems.

No organic or putrusible material is accepted, consequently vectors and birds do not cause problems.

3.8.3.7 20820.CIWMB – Drainage and Erosion Control

The drainage system shall be designed and maintained to:

- (1) ensure integrity of roads, structures, and gas monitoring and control systems;

Surface run-off is directed through culverts beneath the interior roads. There is no gas monitoring and control system onsite.

- (2) prevent safety hazards; and

No ponding of water is allowed at the fill areas. The drainage sump is not accessible to unauthorized persons.

- (3) prevent exposure of waste.

Site drainage is kept to minimize runoff from flowing over the slopes of the fill area lifts.

3.8.3.8 20830.CIWMB – Litter Control

Litter shall be controlled, routinely collected and disposed of properly. Windblown materials shall be controlled to prevent injury to the public and personnel. Controls shall prevent the accumulation, or off-site migration, of litter in quantities that create a nuisance or cause other problems.

The operation doesn't accept material that is typically associated with litter as can be a problem at a municipal landfill. Chain link fences surround the down wind boundaries to prevent litter, if it did exist, from being carried off site.

Site attendants are responsible to keep litter picked up and disposed of properly. The main source of litter would be the truck operators hauling material to the operation. If litter from the truck operators were to become a problem, they would be notified of the concern. If the littering were to persist, the site superintendent could choose to restrict access for those problematic truck operators.

3.8.3.9 20840.CIWMB – Noise Control

Noise shall be controlled to prevent health and safety hazards to persons using this site and to nearby residents.

The operation maintains certain conditions to prevent noise from being a health and safety hazard.

1. On-site

Site attendants and equipment operators are provided ear protection.

2. Off-site

Because of the site's topography and that the operation is in a depression, significant noise doesn't leave the site.

The operating hours are day time thus night time noise concerns are not a problem.

The significant landscape berm acts as a noise attenuation berm as well.

3.8.3.10 20860.CIWMB – Traffic Control

Traffic flow into, on, and out of the disposal site shall be controlled to minimize the following:

- (a) **interference and safety problems with traffic on adjacent public streets or roads,**

The operation uses two gates, one for ingress (Gate #1) and one for egress (Gate #2), they are on Palos Verdes Drive and are approximately 575 feet apart. Using two gates minimizes interference and safety problems with traffic on this public street. The majority of the truck traffic is from the north through a commercial use area rather than through a residential area.

- (b) **on-site safety hazards, and**

The majority of internal roads are paved to avoid safety hazards. The traffic circulation plan keeps the traffic from crossing paths. The internal roads are adequately signed giving truck drivers clear traffic directions. The location of the signage can be found on Figure 3.1.

- (c) **interference with site operations.**

The fill areas are sufficiently large and numerous that traffic flow will not interfere with site operations. All of the fill areas have a separate internal access point with the exception of Areas #1 and #3. These two areas share a common ramp, however the ramp is adequately wide to accommodate two way traffic.

3.8.3.11 20870.CIWMB - Hazardous Wastes

(a) Owners or operators of all MSWLF units must implement a program at the facility for detecting and preventing the disposal of regulated hazardous wastes as defined in 40 CFR Part 261 and polychlorinated biphenyls (PCB) wastes as defined in 40 CFR Part 761. This program must include, at a minimum:

- (1) Random inspections of incoming loads unless the owner or operator takes other steps to ensure that incoming loads do not contain regulated hazardous wastes or PCB wastes;
- (2) Records of any inspections;
- (3) Training of facility personnel to recognize regulated hazardous wastes and PCB wastes; and
- (4) Notification of the EA, the Director of the California Department of Toxic Substances Control (DTSC) or its delegated agent, and the Regional Water Quality Control Board (RWQCB), if a regulated hazardous waste or PCB waste is discovered at the facility.

The facility is not a MSWLF.

(b) A site shall not accept hazardous wastes unless the site has been approved for the particular waste involved.

No hazardous wastes are accepted. The facility's waste load checking program is found as Attachment "K".

- (c) At sites where hazardous materials are processed, precautions must be taken to eliminate or control dusts, fumes, mists, vapors or gases that may be produced in quantities and under conditions which may have harmful effects on site personnel, the general public or animal.

The facility doesn't process hazardous materials.

3.8.3.12 20900.CIWMB – Air Criteria

Owners or operators of all MSWLF's must ensure that the units do not violate any applicable requirements developed under a State Implementation Plan (SIP) approved or promulgated by the Administrator, United States Environmental Protection Agency, pursuant to Section 110 of the Clean Air Act, as amended.

The facility is not a MSWLF.

3.9 Section 17390(i) Quench or Process Water

3.9.1 Anticipated Volume of Water

None.

3.9.2 Planned Method of Treatment and Disposal of Any Wastewater

Not applicable.

3.10 Section 17390(j) Description of Provisions to Handle Unusual Peak Loading

In accordance with the waste load checking program, any load over 750 cubic yards must be pre-approved by Chandler's Landfill to prevent peak loading. Also, there are five fill areas that will accommodate peak loading. The queuing through the initial inspection point at the scalehouse regulates unloading at the fill areas. The distance from the entrance gate and the scalehouse is adequate for significant queuing.

3.11 Section 17390(k) Description of Equipment

See Attachment "J".

3.11.1 Description of Transfer Equipment

None.

3.11.2 Description of Recovery Equipment

None.

3.11.3 Description of Processing Equipment

See Attachment "J".

3.12 Section 17390(l) Planned Method for Final Placement of the Solid Waste

Imported inert debris is placed in one of five fill areas as shown on Figure 3.1. The method of final placement of the inert debris is as follows.

3.12.1 Fill Area #1

Inert debris is placed in Fill Area #1 in a compacted lift approximately 70 feet thick. The material in this lift is passively compacted as the material is dozed over the face of the lift. The material is further compacted by continued watering and by dozer, truck and other vehicle traffic. As discussed in Section 3.3.1., 0 to 10 feet of final cover will be placed on this lift. The elevation of this fill area is approximately 155 AMSL.

3.12.2 Fill Area #2

Fill Area #2 is designated to receive only clean dirt. The clean dirt is stockpiled on an area that was previously filled. The clean dirt will be used as final cover for other fill areas.

3.12.3 Fill Area #3

Broken concrete and asphalt pavement is temporarily stockpiled in this area prior to being recycled by crushing to make base material.

3.12.4 Fill Area #4

Fill Area #4 is considered a seasonal tipping area and is placed in a compacted lift approximately 55 feet thick. The compaction for this area is as described for Fill Area #1. Fill Area #4 will have approximately 0 to 10 feet of final cover. The elevation of this fill area is approximately 224 feet AMSL.

3.12.5 Fill Area #5

Fill Area #5 is considered a seasonal tipping area and is placed in a compacted lift approximately 120 feet thick. The compaction for this area is as described for Fill Area #1. Fill Area #5 will have 0 to 10 feet of final cover. The elevation of this fill area is approximately 230 feet AMSL.

3.12.6 Fill Area #6

Fill Area #6 is designated to receive only clean dirt. The clean dirt is stockpiled on an area that was previously filled. The clean dirt will be used as final cover for other fill areas.

3.13 Section 17390(m) Planned Method for the Storage and Removal of Salvaged Material

See Section 3.8.2.1(c).

3.14 Section 17390(n) Resume of Management Organization

Refer to Attachment "L" for the facility's resume of management organization.

3.15 Section 17390(o) Description of Road Building and Seasonal Tipping Pad Design

3.15.1 Description of Road Building

All roads necessary for the completion of the IDEFO are built. The maintenance of the internal roads are discussed in Section 3.8.2.5 and a description of the internal roads is found in Section 3.8.1.5.

3.15.2 Seasonal Tipping Pad Design

The Chandler's IDEFO has two seasonal tipping pads and are known as Fill Areas #4 and #5. These fill areas are described in Sections 3.12.4 and 3.12.5, respectfully.

3.16 Section 17390(p) Program to Prevent the Acceptance of Unapproved Materials and Hazardous Wastes

The waste load checking program is found as Attachment "K".

3.17 Section 17390(q) Planned Method for Storage and Removal of Prohibited Waste

The waste load checking program is found as Attachment "K".

3.18 Section 17390(r) Proposed Final Productive Use(s)

The final productive use of the site will be single family residences and a golf course. Specifically, the areas that have been historically and currently filled with inert debris will be covered by the extension of the Rolling Hills Estates Country Club golf course.

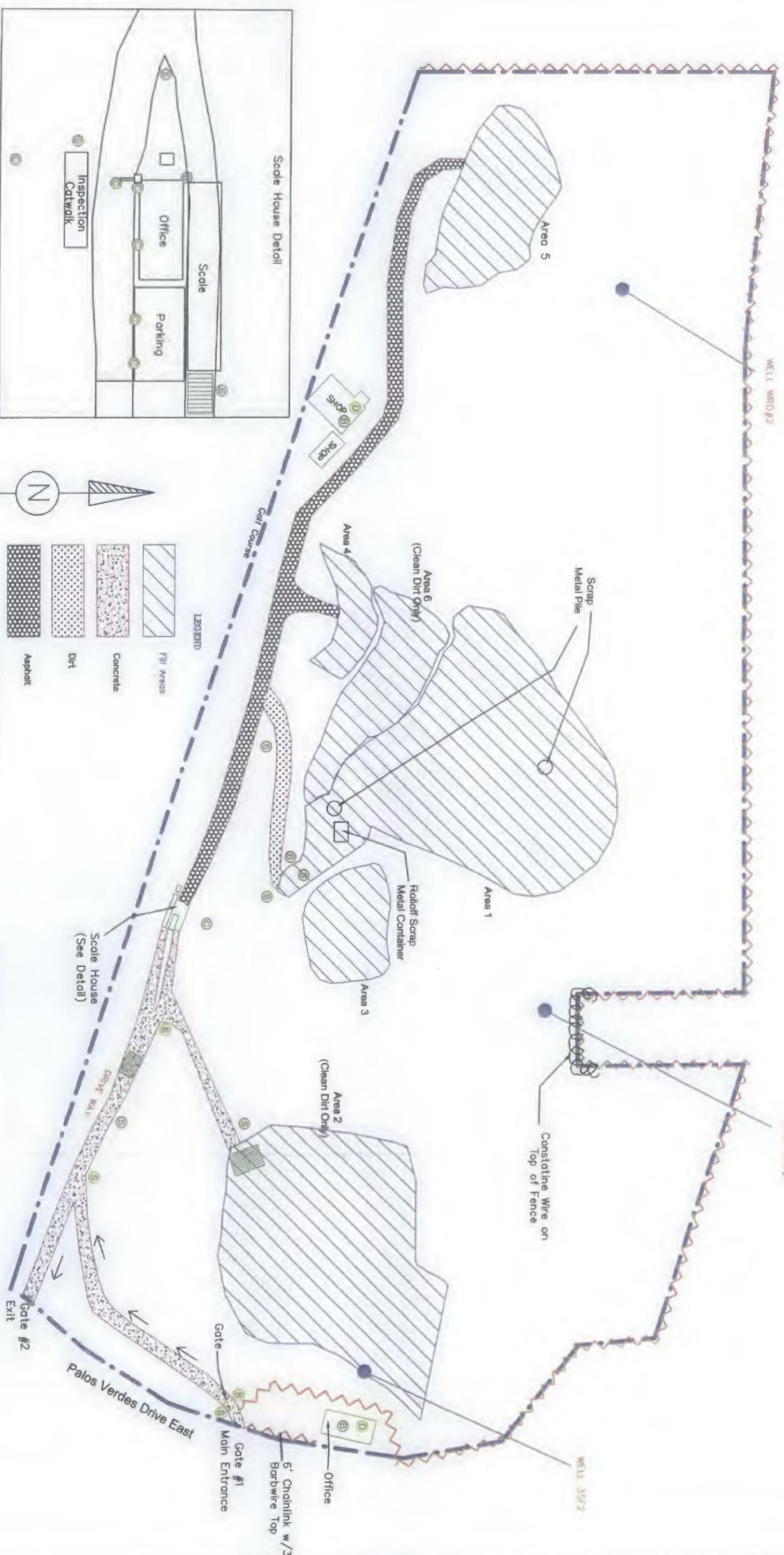
3.19 Section 17390(s) Compaction Standard

Neblitt & Associates acts as the IDEFO's geotechnical consulting firm. Their certification of the fill placement pursuant to Section 17388(l) can be found as Attachment "N".

3.20 Section 17390(t) Operator's Injury and Illness Prevention Plan

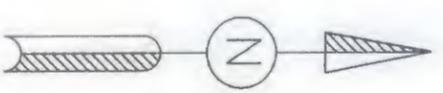
A copy of the Operator's Injury and Illness Prevention Plan can be found in Attachment "M".

FIGURE 3.1



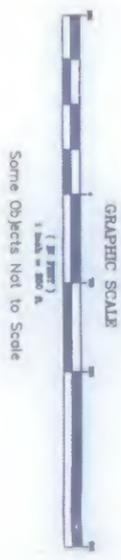
ACREAGE

Area 1	6.49
Area 2	5.58
Area 3	1.04
Area 4	0.55
Area 5	1.90
Area 6	1.42
Total FFI	16.98
Area Acreage	16.98
Total Facility Acreage	86



LEGEND

[Hatched Pattern]	Fill Areas
[Dotted Pattern]	Concrete
[Cross-hatched Pattern]	Dirt
[Stippled Pattern]	Asphalt
[Dashed Line]	Permanent Monument
[Solid Line]	Road
[Dotted Line]	Chandler's Sand & Gravel Property Boundary
[Wavy Line]	Chainlink Fence w/3 Barbwire
[Red Dashed Line]	Closed Circuit Security Camera
[Green Circle]	Sign
[Green Square]	Drinking H2O
[Green Circle]	Bathroom
[Green Square]	Trackout Plates

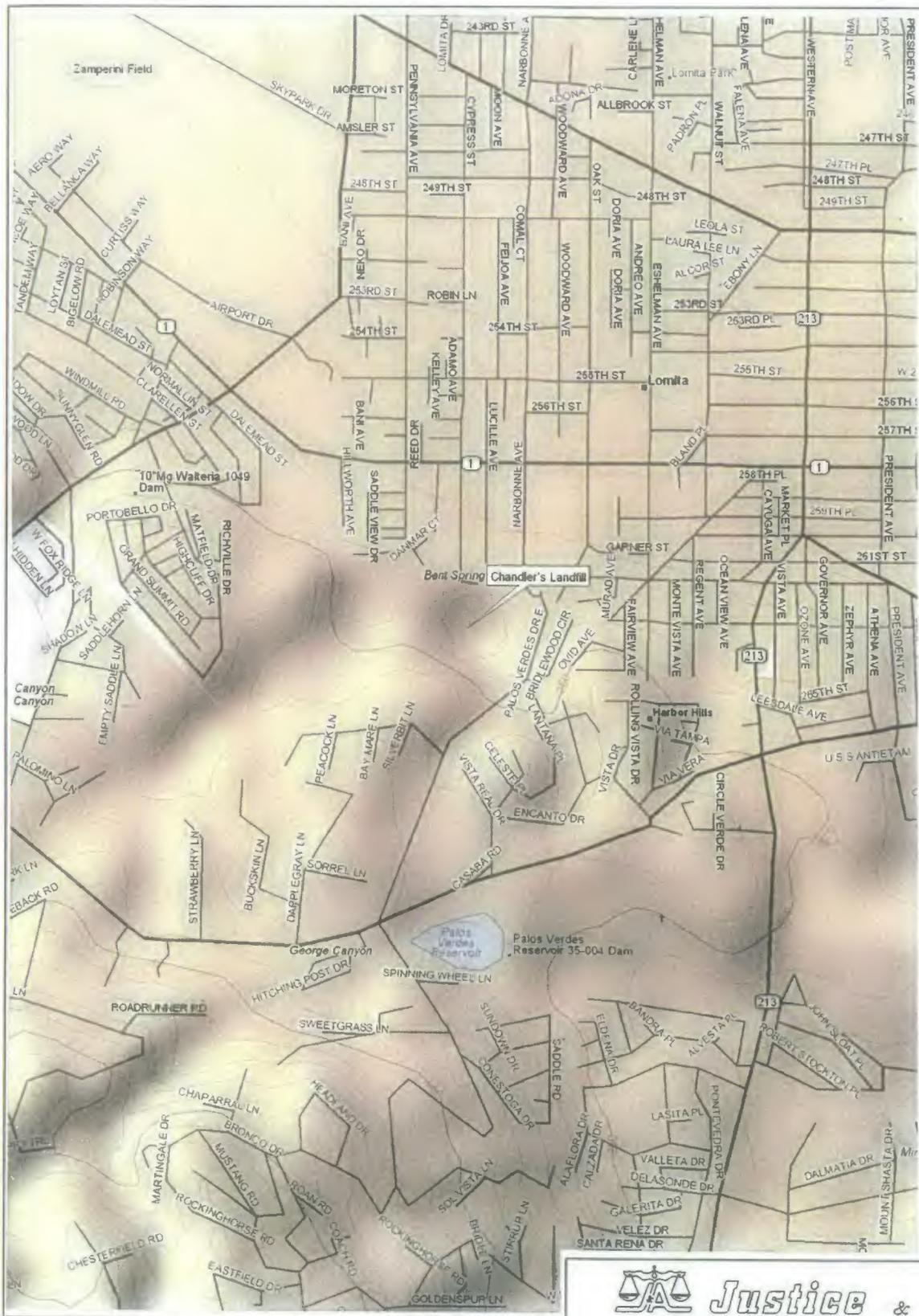


JUSTICE & Associates
 4155 Outer Traffic Circle, Long Beach, CA 90804
 Phone (562) 961-3494 Fax (562) 961-3493

PROJECT: Palos Verdes Sand and Gravel Co. (IDERO)
 CHANDLER'S Schematic Drawing (Section 17390(b))

JOB NO.	8533	DATE	2/17/04	DWG. NO.	FIGURE 3.1
CAD/CODE	8533	DRAWN BY:	KS		

FIGURE 3.2




Justice & Associates
 4155 Outer Traffic Circle, Long Beach, CA, 90804
 Phone (562) 961-3494 Fax (562) 961-3493

DESCRIPTION				
Chandler's Palos Verdes Sand and Gravel Co. (IDEFO)				
Vicinity Map				
JOB NO.	CADCODE	DRAWN BY:	DATE	DWG NO.
8533	8533	KS	3/18/04	FIGURE 3.2

ATTACHMENT "A"

ATTACHMENT "A"
**LIST OF ACCEPTABLE/
UNACCEPTABLE MATERIALS**

ATTACHMENT "B"

ATTACHMENT "B"

**WASTE DISCHARGE
REQUIREMENTS**

STATE OF CALIFORNIA
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

ORDER NO. 2000-29

WASTE DISCHARGE REQUIREMENTS
For
CHANDLER'S SAND & GRAVEL COMPANY
(CHANDLER'S LANDFILL)
File No. 66-55

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board), finds:

1. Chandler's Sand & Gravel Company (hereafter "discharger") owns and operates the Chandler's Landfill, an inert waste disposal site at 26311 Palos Verdes Drive East, Rolling Hills Estates, California (Figure 1), under waste discharge requirements contained in Order 88-100 adopted by this Regional Board on September 26, 1988.
2. The California Water Code (CWC), Section 13263, provides that all requirements shall be reviewed periodically and, upon such review, may be revised by the Regional Board.
3. The discharger has filed a Report of Waste Discharge in accordance with the California Water Code for updated waste discharge requirements for the disposal of inert wastes. The discharger also requested that certain inert wastes be eliminated from the list of wastes that were allowed to be discharged at the landfill under Order 88-100. Specifically, the discharger requests that plasterboard, vehicle tires, rubber scrap, and inert steel mill slag be removed from the list.
4. Chandler's Sand and Gravel Company disposes up to 1,500 tons per day of inert wastes in a 120-acre former gravel pit. In 1998, the facility accepted about 238,000 cubic yards of inert waste. Based on the current filling rate, the estimated remaining life for the landfill is approximately 100 years.
5. The discharger generates approximately 2,000 gallons of purged well water in each sampling event when conducting regular semi-annually groundwater monitoring. This water is used at site for irrigation and dust control purposes.
6. The landfill is located within the West Coast hydrologic sub-area of the Los Angeles River Basin. The pits are excavated into the Silverado zone of the San Pedro sandstone that constitutes one of the major water-bearing units of the adjacent West Coast Basin. The southern portion of the site is generally flanked by the relatively impermeable Malaga mudstone member of the Miocene Monterey Shale. The northern edge of the site is in direct hydraulic continuity with the Silverado zone.

January 11, 2000
Revised on March 2, 2000

7. Current elevation at the bottom of the pits is about 16 feet above sea level. Present Ground water elevations in the vicinity of the site are about 30 feet below sea level and the highest groundwater elevation on record is about 6 feet below sea level. Subsurface drainage at the site is downward and northerly into the West Coast Basin.
8. A Solid Wastes Assessment Test (SWAT) analysis for the landfill was conducted in 1989, and was approved by the Executive Officer on September 20, 1996. As required by Order 88-100, semi-annually groundwater monitoring at the site has been conducted since August 1988, using the groundwater monitoring system established during the SWAT investigation, which consists of three monitoring wells (one background well and two detection wells) and a spring. The data collected does not indicate that groundwater at the site has been impacted by the landfill. However, because the background well is located at the side gradient of the landfill and the two detection wells are not screened in the shallowest groundwater, the monitoring system needs to be upgraded to ensure that it can detect water quality changes if pollutants are released from the landfill to groundwater.
9. Pursuant to Section 402 (p) of the Clean Water Act and 40 CFR Parts 122, 123, and 124, the State Board adopted a general NPDES permit to regulate storm water discharges associated with industrial activity (State Board Order 97-03-DWQ). Storm water discharge from Chandler's Landfill is currently regulated under the general NPDES permit (WDID No. 4B19S000850).
10. The Regional Board adopted a revised Water Quality Control Plan for the Los Angeles Region on June 13, 1994. The Plan contains beneficial uses and water quality objectives for ground water in the West Coast Basin. Beneficial uses of the ground water in the West Coast Basin include municipal, agricultural, and industrial services and process supply. The requirements contained in this Order, as they are met, will be in conformance with the goals of the Water Quality Control Plan.
11. The Water Replenishment District of Southern California is currently conducting a study to evaluate the possibility of using part of the gravel pit at the site for groundwater recharge. Water will be recharged to the West Coast Basin through the gravel pit if the study indicates it is feasible.
12. The revision of these waste discharge requirements constitutes an ongoing project as defined in Section 15261, Chapter 3, Title 14, California Administrative Code, and is therefore exempt from the provisions of the California Environmental Quality Act (Public Resource Code, Section 21100 et seq.).

The Regional Board has notified the discharger and interested agencies and persons of its intent to adopt waste discharge requirements for this discharge, and has provided them with an opportunity to submit their written views and recommendations.

The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge and to the tentative requirements.

IT IS HEREBY ORDERED, that Chandler's Sand and Gravel Company (the discharger) shall comply with the following:

A. Discharge Specifications

1. Chandler's Landfill is an inert waste landfill capable of accepting inert wastes only. Inert waste does not contain hazardous waste or soluble pollutants at concentrations in excess of applicable water quality objectives, and does not contain significant quantities of decomposable waste. Inert wastes do not need to be discharged at classified waste management units.
2. Wastes disposed of at this site shall be limited to inert wastes only, such as, but are not limited to:
 - a. Earth, rock, gravel, and concrete
 - b. Asphalt paving fragments
 - c. Glass
 - c. Plaster products (excluding plasterboard)
 - d. Brick
 - e. Clay and clay products
 - f. Inert plastics
3. Prohibitions:
 - a. No hazardous wastes, designated wastes, or liquid wastes shall be deposited at this disposal site.
 - b. Non-hazardous solid wastes (decomposable organic refuse such as, but not necessarily limited to, ordinary household and commercial refuse, tin cans, metals, paper and paper products, plasterboard, cloth and clothing, wood and wood products, lawn clippings, sod, shrubbery, hair, hide, bones, dead animals, roofing paper, tar paper, unquenched ashes mixed, with refuse, market refuse, garbage, etc.) shall not be deposited at this site.
 - c. No materials of a toxic nature such as insecticides, poisons, or radioactive materials, shall be deposited at this site.
 - d. No asbestos or asbestos products shall be deposited at this site.
 - e. Wastes deposited at this site shall be confined thereto, and shall not be permitted to enter drainage ditches or watercourses.
 - f. Erosion of deposited materials by surface flow shall be prevented.
 - g. Neither the discharge nor any treatment of wastes shall cause pollution or nuisance.

3. The discharger shall remove and relocate at a legal disposal site any wastes that are discharged in violation of these requirements. For the purpose of these requirements, a legal point of disposal is defined as one for which Waste Discharge Requirements have been established by a California Regional Water Quality Control Board, and is in full compliance therewith.
4. Purged well water resulted from groundwater sampling shall not be used at site unless it meets the water quality protection standards in Section B of this Order. The use for purged well water at site shall be solely for the purpose of site irrigation and dust control. Ponding or excessive use of such water is prohibited. (In an emergency, this water may also be used for fire fighting.)

B. Water Quality Protection Standards

In accordance with Title 27, California Code of Regulations, Section 20390, the following ground water quality protection standards are established for this facility:

<u>Parameter</u>	<u>Units</u>	<u>Maximum Value*</u>
Total dissolved solids	mg/L	1100.
Sulfate	mg/L	317.
Chloride	mg/L	243.
Boron	mg/L	1.5

* The maximum value for Total dissolved solids, Sulfate, and Chloride are set at the 95th percentile of the normal distribution derived from the background monitoring well (4S/14W-35F2) water quality data from August 1988 through August 1999. The maximum value for Boron is set at the water quality objective for the West Coast Basin in the Regional Board's Basin Plan.

Water quality protection standards may be modified by the Board based on more recent or complete groundwater monitoring data, changes in background water quality, or for any other valid reason.

C. Provisions

1. By March 31, 2000, the discharger shall submit a technical report, to be approved by the Executive Officer, to upgrade the current groundwater monitoring system to ensure that it can detect the water quality impact if pollutants are released from the landfill to groundwater. The report shall also include a time schedule for implementation.
2. The discharger shall use the statistical procedures contained in CCR Title 27, Section 20415(e)(7), to determine if there is a statistically significant increase for any background indicator parameter. Upon approval of the Executive Officer, alternative statistical procedures may be used.

3. In the event that a statistically significant increase is observed for any background indicator parameter, the discharger shall establish an evaluation program in accordance with CCR Title 27, Section 20415(e)(9), unless such a program has already been submitted.
4. If evaluation monitoring determines that there is a statistically significant increase in the water quality protection standard (background indicator parameters), then the discharger shall institute a corrective action monitoring program in accordance with CCR Title 27, Section 20415(e)(10).
5. The discharger shall take any and all necessary measures to prevent unauthorized disposal of wastes at this site by instituting a sampling (on-site or off-site) and waste load-checking program. An updated sampling and waste load-checking program must be submitted to the Executive Officer for approval within ninety (90) days after adoption of this Order. As a minimum, the sampling and load-checking program shall include the following:
 - a. A computer tracking system at the entrance of the landfill: The system shall determine and record whether the source of the material is residential for non-residential. If the material is non-residential, the source type, such as gas station, industrial, commercial, etc., must be evaluated by the Discharger's personnel. If it is determined by Chandler's personnel that the material may contain significant chemical contamination, it will be necessary to refuse the waste load or hold the truck for further information or chemical analysis. The computer tracking system shall issue a weighmaster ticket (in English and Spanish). The truck driver must sign the weighmaster ticket certifying that the waste load does not contain contaminant levels that are hazardous or represent a significant threat to groundwater.
 - b. Prior approval form: Prior to receiving any soil volume greater than 750 cubic yards or for projects that start out small and eventually exceed the 750 cubic yards limit, a prior approval form must be filed by the responsible party and landfill personnel. The responsible party must supply information of the soil material such as the source (residential or non-residential), quantity, chemical content, and delivery date. The responsible party must sign the form acknowledging that "*...responsible party stipulates that to the best of his or her knowledge hazardous levels of contaminants do not exist in the waste.*" Landfill personnel must approve the acceptance of the material and record the approval number, who from the landfill approved acceptance of the material, general and detailed information regarding the location within the landfill where the material will be placed, and the dates of placement.
 - c. Personnel training: Personnel in the Scale House and the dumping areas of the landfill must have "First Responder Operation Level" 16-hour training, which is recognized by the California Office of Emergency Services, plus any additional

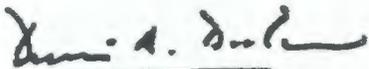
training required to ensure the Discharger's compliance concerning acceptable and unacceptable materials.

- d. Periodic random chemical testing: Once per month on a random basis, the discharger must collect one soil sample from an on-site waste load or off-site waste source to be subjected to the California Waste Extraction Test for leachable California Code of Regulations metals, pesticides, and polychlorinated biphenyls. The laboratory shall report the results for each of these constituents as "Pass or Fail" depending on whether the value is less than or greater than the soluble threshold limiting concentration. The results of this testing shall be included in the Discharger's monitoring reports.
 - e. Improved fill tracking procedures: The Discharger shall indicate on a daily basis the quantity of soil and the fill method for each area. In each year's annual report, the Discharger shall provide an updated annual survey, or similar, of all fill areas including boundaries, elevations, and keys to permanent monuments.
6. The discharger shall provide an updated annual survey, or similar, of all fill areas including boundaries, elevations, and keys to permanent monuments. The results shall be included in the annual report submitted to the Regional Board.
 7. The discharger shall maintain copies of this Order and the waste load-checking program at the site so as to be available at all times to personnel operating the site.
 8. The discharger shall file with this Regional Board a report of any material change or proposed change in the character, location, boundaries or quantity of this waste discharge at least 120 days prior to the date of such proposed change.
 9. In the event of any change in name of operator or in control or ownership of land or waste disposal facilities owned or controlled by the discharger, the discharger shall:
 - a. Notify this Regional Board in writing of such a change; and
 - b. Notify the succeeding owner or operator by letter, a copy of which shall be filed with this Regional Board, of the existence of this order.
 10. Ninety (90) days prior to cessation of disposal operations at this site, the discharger shall submit a technical report to the Regional Board describing the methods and controls to be used to assure protection of the quality of receiving waters during final operations and with any proposed subsequent use of the land. Such methods and controls shall comply with the foregoing and the waste discharge requirements. The report shall be prepared under the direct supervision of a California-registered geologist or engineer, or a California-certified engineering geologist.
 11. This Regional Board considers the property owner to have continuing responsibility for

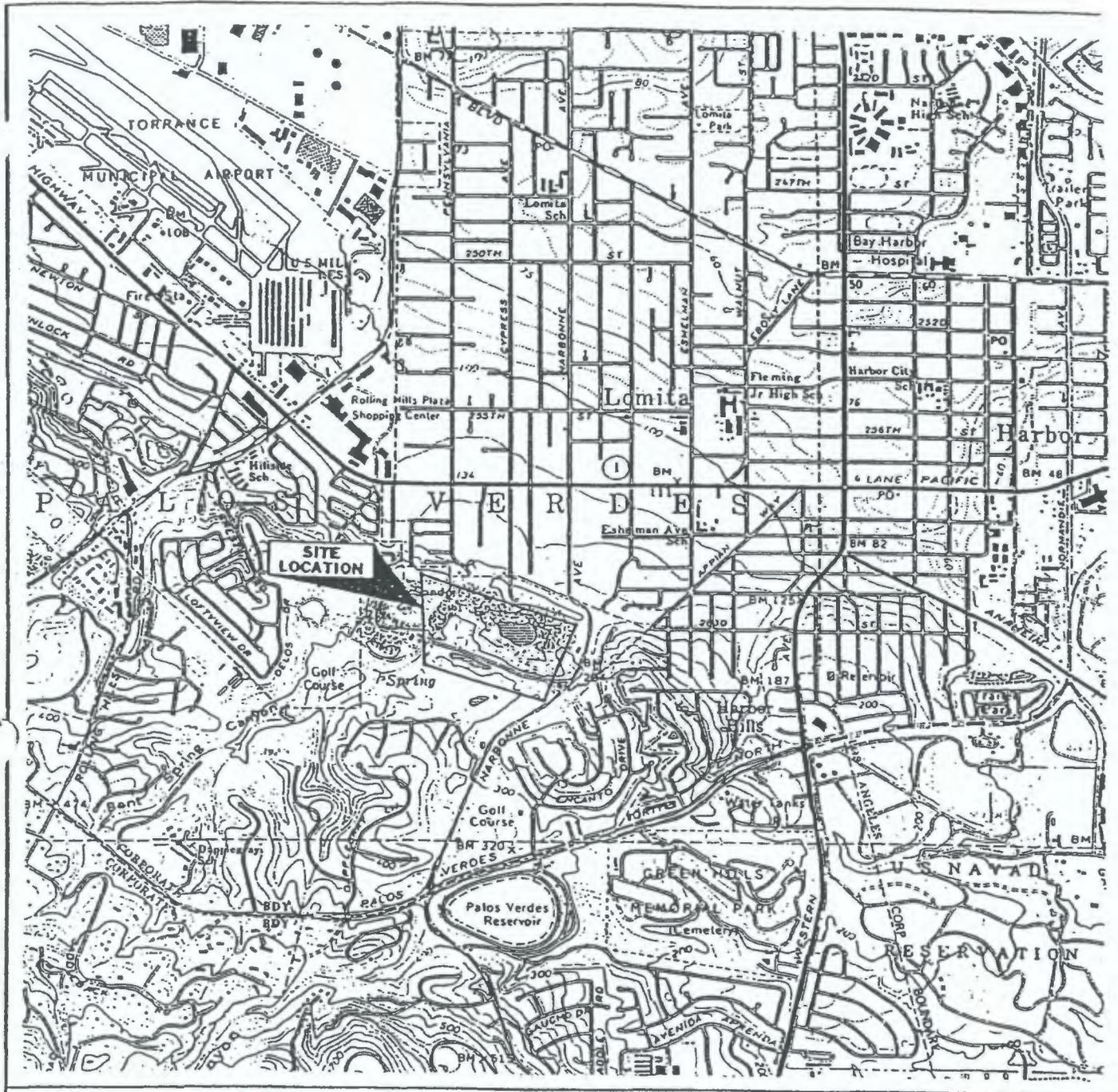
correcting any problems which may arise in the future as a result of this waste discharge or water applied to this property during subsequent use of the land for other purposes.

12. These requirements do not exempt the operator of this waste disposal facility from compliance with any other laws, regulations, or ordinances which may be applicable; they do not legalize this waste disposal facility, and they leave unaffected any further restraint on the disposal of wastes at this site which may be contained in other statutes or required by other agencies.
13. In accordance with Section 13267 of the California Water Code, the discharger shall furnish, under penalty of perjury, technical monitoring program reports; such reports shall be submitted in accordance with specifications prepared by the Executive Officer, which specifications are subject to periodic revisions as may be warranted.
14. This Order includes the attached "Standard Provisions Applicable to Waste Discharge Requirements" (Attachment W). If there is any conflict between provisions stated hereinbefore and the attached "Standard Provisions Applicable to Waste Discharge Requirements", those provisions attached hereinbefore prevail.
15. In accordance with Section 13263 of the California Water Code, these requirements are subject to periodic review and revision by this Regional Board.
16. Order No. 88-100, adopted by the Regional Board on September 26, 1988, is hereby rescinded.

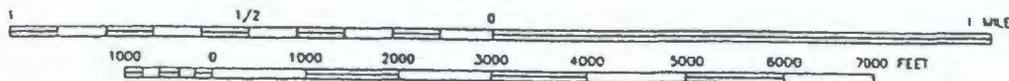
I, Dennis A. Dickerson, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region on March 2, 2000.



Dennis A. Dickerson
Executive Officer



SCALE 1:24000



The Source Group, Inc.

FILE NAME: 26311-SL
DATE: 10/7/99

SOURCE:
U.S.G.S. 7.5 MINUTE
TOPOGRAPHIC QUADRANGLE MAP
PALOS VERDES, CA

SITE LOCATION MAP

CHANDLER LANDFILL
26311 PALOS VERDES DRIVE EAST
ROLLING HILLS ESTATES, CALIFORNIA 90274

FIGURE

1

STATE OF CALIFORNIA
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

MONITORING AND REPORTING PROGRAM (CI-5430)
FOR
CHANDLER'S SAND & GRAVEL COMPANY
(CHANDLER'S LANDFILL)
(File No. 66-55)

Chandler's Sand & Gravel Company (hereafter "discharger") shall implement this Monitoring and Reporting Program (Program) at the first quarter immediately following adoption of this Order. The first monitoring report under this program is due by July 15, 2000.

I. Reporting

- A. All Monitoring and Annual Reports must be addressed to the Regional Board, Attention: Information Technology Unit. Reference the reports to Compliance File No. CI-5430 to facilitate routing to the appropriate staff and file.
- B. Monitoring reports shall be submitted by the dates in the following schedule:

<u>Reporting Period</u>	<u>Report Due</u>
January - March	April 15
April - June	July 15
July - September	October 15
October - December	January 15

Quarterly sampling shall be performed during the months of January, April, July, and October. In the event sampling is not performed as above because of unforeseen circumstances, substitute sampling shall be performed as soon as possible after these times, and the reason for the delay shall also be given.

If no wastes are disposed of during the quarter, the report shall so state.

- C. The Regional Board is developing a database management system that when it becomes fully operational may require the discharger to submit the monitoring reports electronically.
- D. If the discharger performs analyses for any parameter more frequently than required by this Program, using approved analytical methods, the results shall be included in the monitoring report.
- E. The discharger may submit additional data to the Regional Board not required by this Program in order to simplify reporting to other agencies.

- F. A Technical Report is due March 31, 2000, as required by Provision C.1. of Order 2000-29, to upgrade the current groundwater monitoring system.
- G. Results of the facility's load-checking program shall be reported in each monitoring report. In the event that hazardous or other unacceptable wastes are detected, the Regional Board shall be notified by telephone or facsimile within 24 hours and by writing within 7 days. The type, source, and final disposition of those wastes shall also be reported.
- H. The discharger shall retain records of all monitoring information, including all calibration and maintenance records regarding monitoring instrumentation, and copies of all data submitted to regulatory agencies, for a period of at least five years. This period may be extended by request of the Regional Board at any time, and shall be extended during the course of any unresolved litigation regarding all or any part of the entire disposal site.

II. Ground Water Monitoring

- A. Locations of groundwater monitoring and sampling stations shall consist of one spring and three wells (4S/14W-35E6, 4S/14W-35E7, and 4S/14W-35F2) as displayed in Figure T-1. ~~The number and locations of the monitoring wells will be revised per Provision C.1 of Order 2000-29.~~
- B. All ground water monitoring stations must be sampled quarterly for the following indicator parameters:

<u>Parameter</u>	<u>Units</u>
pH	pH units
Electrical conductivity	umhos/cm
Alkalinity	mg/l
Bicarbonate (as HCO ₃)	mg/l
Carbonate (as CO ₃)	mg/l
Carbon dioxide	mg/l
Chemical oxygen demand	mg/l
Total hardness (as CaCO ₃)	mg/l
Total dissolved solids	mg/l
Nitrates	mg/l
Chloride	mg/l
Sulfate	mg/l
Boron	mg/l
Cadmium	µg/l
Chromium	µg/l
Lead	µg/l

**Chandlers Sand and Gravel Company
Monitoring and Reporting Program**

**Order No. 2000-29
CI-5430**

Nickel	µg/l
Benzene	µg/l
PCE (perchloroethylene)	µg/l
TCE (trichloroethylene)	µg/l

- C. The groundwater monitoring program is to be continued even during periods when no wastes are deposited at the disposal site, and throughout the active life of the disposal site.
- D. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the State Department of Health Services Environmental Laboratory Accreditation Program, or approved by the Executive Officer. Laboratory analyses must follow methods approved by the United States Environmental Protection Agency (EPA), and the laboratory must meet EPA Quality Assurance/Quality Control criteria.
- E. For any analyses performed for which no procedure is specified in the EPA guidelines, or in this Order, the constituent or parameter analyzed, and the method or procedure used, must be specified in the report.
- F. Analytical data reported as "less than" shall be reported as less than a numeric value, or below the limit of detection, for that particular analytical method.
- G. All analytical samples obtained for this Program shall be grab samples.
- H. The monitoring report must also include the following:
1. Sampling protocol and analytical methods used;
 2. If any required samples were omitted during the reporting period, a statement to that effect shall be made and reasons given for any omission;
 3. Groundwater elevations measured to the nearest 0.01 foot relative to mean sea level. The velocity and direction of ground water flow under the disposal site shall be determined after each monitoring event and reported;
 4. For any monitored waste parameter which is listed as such by the EPA or by the State of California, the discharger shall compare such data to the most stringent allowable concentrations under all existing Federal and State regulations;
 5. An evaluation of the results of the testing signed by a California registered geologist or professional engineer.

III. Periodic Random Chemical Testing

The analytical results required by Provision C.5.e. of Order No. 2000-29 shall be included in the quarterly monitoring reports to the Regional Board.

IV. Waste Disposal Reporting

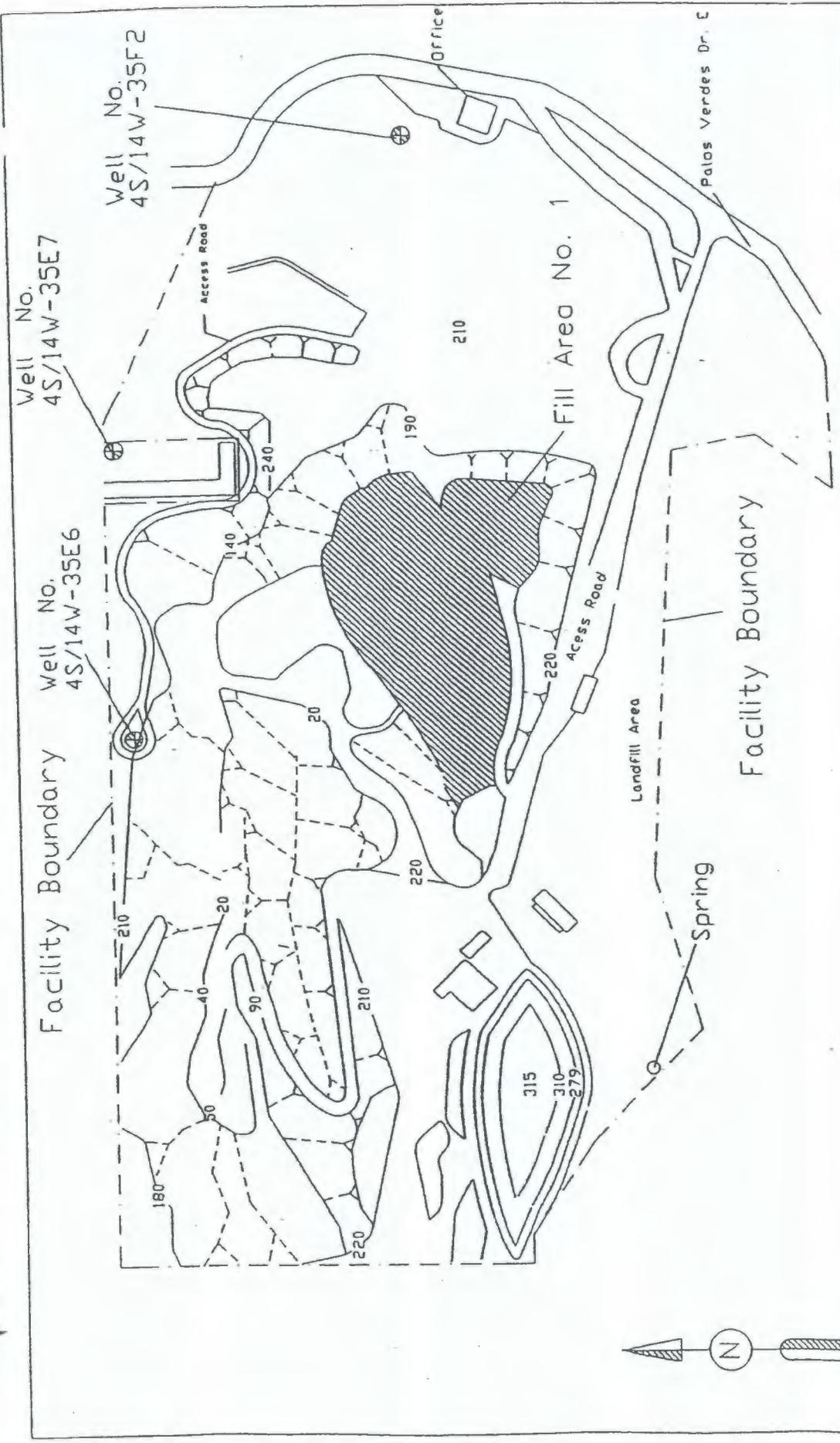
- A. The first report to the Regional Board shall include a map of the site indicating the areas that are currently being filled.
- B. A report containing the following information shall be filed with this Regional Board for each calendar quarter:
1. A tabular list of the estimated average monthly quantities (in cubic yards) and types of materials deposited each month.
 2. The areas of the site where wastes were deposited. If a new area has been started, submit another map of the site and indicate the new areas being filled and any recently completed areas.
 3. An estimate of the remaining life of the site in years and months.
 4. A certification that all wastes deposited were in compliance with the Regional Board's requirements and that no wastes have been deposited outside of the boundaries of the site as specified in the Regional Board's requirements.
 5. If purged groundwater from the monitoring wells is used at the site, the total volume, and areas of usage shall also be reported.

Ordered by:


Dennis A. Dickerson
Executive Officer

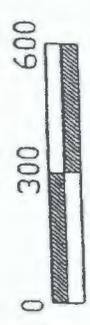
Date:

March 2, 2000



LEGEND

- ⊕ 4S/14W-35E6 Monitoring Well Location and Number
-  Fill Area



SCALE IN FEET

STA Justice & Associates
 801 Pacific Coast Hwy., Suite 200 Seal Beach CA 90740
 Phone (562) 799-6111 Fax (562) 799-6119

DESCRIPTION: Chandler's Sand and Gravel CO.
 Location of Waste Disposal Area

JOB NO. C6095	CACCODE C6095-30	DRAWN BY MJ	DATE 10/06/99	DWG. NO. FIGURE T-1
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Ginter & Associates, Inc.

Engineering Geology Consultants

27631 Durazno

Mission Viejo, CA 92692

Ofc (949) 581-2363 Cell (714) 478-1167

Gantec Engineering, Inc.

Geotechnical Engineering Consultants

19420 Kilfinan Street

Northridge, CA 91326

Phone: (818) 687 1997 Fax: (818)357 5744

Chandler Sand & Gravel, LLC
26311 Palos Verdes Drive East
Rolling Hills Estates, CA 90274

January 11, 2010
Proj. # 108-10

Attn: Mr. J. Michael Cope

**Subject: Interim Summary of Geotechnical Observations
Chandler's Inert Landfill and Construction Materials Operations
at 26311 Palos Verdes Drive East, Rolling Hills Estates, California**

References: See attached list of References

Dear Mr. Cope:

In accordance with your request, Ginter & Associates, Inc. (GAI) in conjunction with Gantec Engineering, Inc. (GEI) are providing this summary report of field observations from an engineering geologic and geotechnical engineering standpoint respectively, performed during the inert debris engineered fill operation (IDEFO) at the subject site. These observations were made on a periodic basis from approximately April, 2009 through December, 2009.

PROJECT BACKGROUND:

The inert material landfill operations have been on-going at the subject site for approximately 32 years, with inert materials and soil being used to infill the abandoned pit excavated during former sand and gravel mining operations. The undersigned have observed the landfill operations on a periodic basis, as necessary, from March, 2005 to

March, 2009 while employed with the former consultant, Neblett & Associates, Inc. During this period, inert materials in general consisted of broken concrete, broken porcelain, and bricks. Also, soils from grading projects in the surrounding area have been used as infill which was carefully inspected by landfill personnel to eliminate vegetation and other suspect deleterious materials.

The inert landfill site has been subdivided in four areas designated as Areas A,B, C and D to delineate various stages and activities of landfill operations (see Figure 1). A general description of current activities in each of the landfill areas, based on our observations, is summarized below.

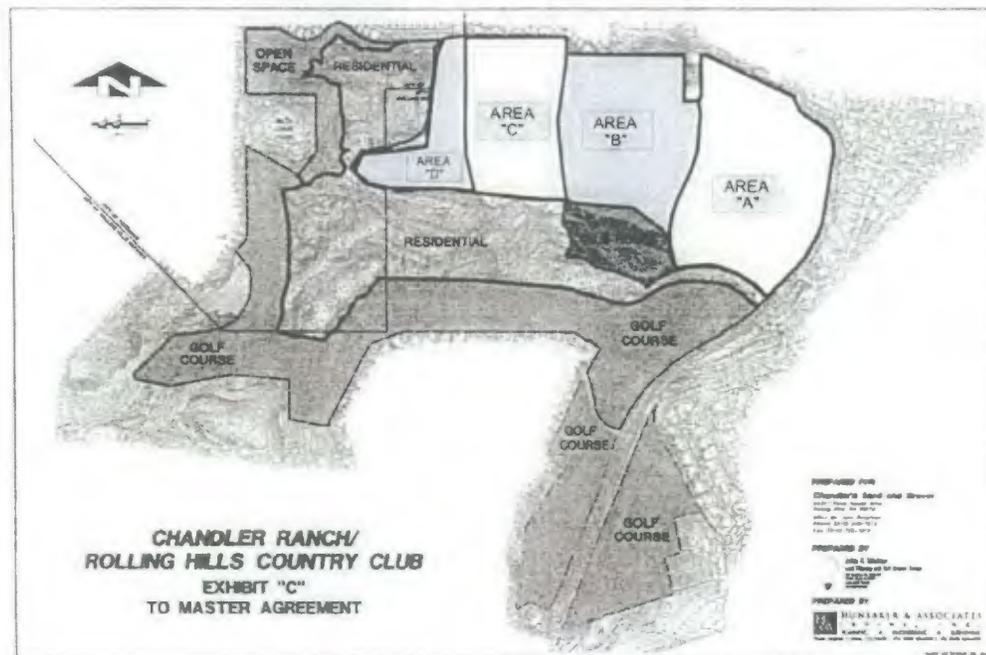


Figure 1: Landfill Operation Areas

ENGINEERING GEOLOGIC AND GEOTECHNICAL ENGINEERING OBSERVATIONS:

AREA "A":

This area consists of approximately 35 acres in the easternmost portion of the landfill that was infilled prior to 2004. A fill stockpile of clean sands and clayey sands derived from construction sites in the local area is located in the northeast portion (Figure 2). Additional clean fill cover materials are currently being stockpiled. This cover fill stockpile will be utilized by the project developer during the future grading of the proposed golf course and residential development.

The northwestern portion of this area is currently utilized as a storage area for Thompson Materials and contains numerous pallets of brick and decorative stone (Figure 2).



Figure 2 – Viewing Northeast at Fill Stockpile of Area "A"

AREA "B":

Area "B" consists of approximately 29 acres and is located immediately west of Area "A". It is an active portion of the landfill where several operations are taking place (Figure 3). The eastern portion of this area is an active fill operation where concrete rubble and soil are being spread in thin lifts, moisture conditioned, and compacted by a CAT D-8 dozer and sheeps foot.

The westerly portions of this area contain crushed miscellaneous base (CMB) stockpiles from crushing and re-screening operations (Figure 3). A portable crushing operation is scheduled in the near future to process the concrete rubble and asphalt stockpile.



Figure 3 – View North at Area "B" Showing CMB/Rubble Stockpiles and Active Rubble Fill Operation

AREA "C":

This area is continuing to receive inert fill material predominately consisting of concrete, brick and porcelain fragments with soil and other inert materials. These materials are spread in 1'± thick lifts with a CAT D-8 dozer and/or rubber-tired front loader, and moisture conditioned periodically with a water truck.

The fill process consists of spreading the rubble in relatively thin lifts, applying water to these lifts to infill the fines into the voids and wheel rolling with the processing equipment and trucks, to achieve a relatively uniform compacted fill prism. (Figure 4).



Figure 4 – Viewing North at Active Inert Fill Operations-Area "C"

AREA "D":

Area "D" is located westerly of Area "C" and the inert landfill zone (Figure 1) and has not received any fill during this observation period. The future proposed rough grading for the residential development will involve removal of unsuitable fill materials and vegetation, and placement of engineered compacted clean fill to support the residential units.

Erosional processes are gradually eroding the non-cemented sand of the San Pedro Formation that form the steep north and west quarry walls resulting in deposition of minor amounts of fine sands and silts in the floor of the pit in Area "D". (Figure 5).



Figure 5 – Viewing West at Area "D" Showing 1:1 Rubble Fill Slope And Silt Accumulation

SUMMARY:

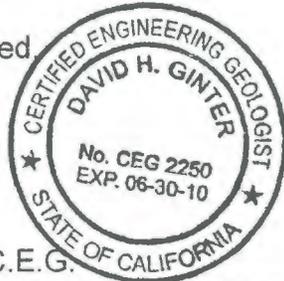
Based on our field observation, it is our opinion that the observed placement of the inert fill is in substantial compliance with the IDEFO Plan, meets the intent of the California Code of Regulations-Title 14, Section 17388(1), and is suitable and acceptable to support the future proposed golf course at the subject site.

We greatly appreciate the opportunity to provide our services. If you have any questions or require additional information, please contact the undersigned.

Respectfully submitted

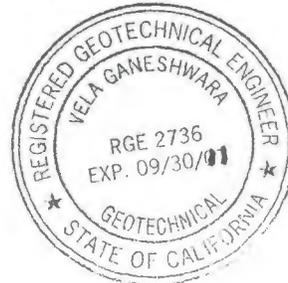


Dave Ginter, P.G., C.E.G.
Principal Engineering Geologist/President
Ginter & Associates, Inc.



Vela "Ganesh" Ganeshwara, P.E., G.E.
Principal Geotechnical Engineer/President
Gantec Engineering, Inc.

Attachments: List of References
Distribution: Addressee-4 copies



COMPLIANCE STATEMENT

Effective September 14, 2009 Ginter & Associates, Inc., will be the Engineering Geologist of record and Gantec Engineering, Inc., will be the Geotechnical Engineer of record for the Chandler's Palos Verdes Sand & Gravel's inert debris engineered fill operation (IDEFO), as defined by the California Code of Regulations, Title 14 Section 17388(1).

The Chandler's IDEFO is located at 26311 Palos Verdes Drive East, Rolling Hills Estates, California. The definition of an IDEFO is found in Section 1.0 of this operation plan.

The proposed final productive use of the IDEFO fill areas is a golf course as discussed in Section 3.18. The IDEFO definition cited above requires that material placed at an IDEFO is to be "spread on land in lifts and compacted under controlled conditions to achieve a uniform and dense mass which is capable of supporting structural loading as necessary, or supporting other uses such as recreation, agriculture and open space in order to provide land that is appropriate for an end use consistent with the approved local general and specific plans where an engineered fill is required to facilitate productive use(s) of the land" (emphasis added).

The inert material is currently spread on land, at the fill areas, in lifts and compacted as described in Section 3.12.

The inert material land-fill operation has been going on at the subject site for approximately 32 years and is presently continuing. A letter dated July 9, 2004 from Chandler's Palos Verdes Sand & Gravel describes the landfill operation prior to and after February 2, 2004 (the effective date of the California Code of Regulations, Title 14 Section 17388(1)).

Based on our review of the documents relating to the landfill operations and settlement monitoring data in some early landfill areas, it is our opinion that the placement of inert fill as described in the referenced IDEFO Plan meets the intent of California Code of Regulations, Title 14, Section 17388(1) and is acceptable to provide adequate support for the planned golf course at the subject site.

Ginter & Associates, Inc. and Gantec Engineering, Inc. will perform observations and tests, as deemed necessary, to verify compliance of the IDEFO Plan to the California Code of Regulations.

By: 

GINTER & ASSOCIATES, INC.
David H. Ginter
President/Principal Geologic Engineer
R.G. # 6771 expires 6/30/10
C.E.G. #2250 expires 6/30/10



By: 

GANTEC ENGINEERING, INC.
Vela "Ganesh" Ganeshwara
President/Principal Geotechnical Engineer
M.S., P.E., G.E.



Neblett & Associates, Inc., Preliminary Grading Recommendation, Proposed Golf Course within the Inert Landfill Area, Chandler's Sand & Gravel, Rolling Hills Estates, California, August 1, 2003, Project No. 371-000-01.

Neblett & Associates, Inc., IDEFO Compliance Statement, Proposed Golf Course within the Inert Landfill Area, Chandler's Sand & Gravel, Rolling Hills Estates, California, dated July 20, 2004, Project No. 371-000-01.

Neblett & Associates, Inc., Summary Report of Geotechnical Observations, Chandlers's Palose Verdes Sand & Gravel, Rolling Hills Estates, California, June 30, 2006, Project No. 371-004-07.

Neblett & Associates, Inc., Summary Report of Geotechnical Observations, Chandler's Palos Verdes Sand & Gravel, Rolling Hills Estates, California, August 23, 2007, Project No. 371-004-07.

Neblett & Associates, Inc., Interim Summary Report of Geotechnical Observations, Chandler's Palos Verdes Sand & Gravel, 26311 Palos Verdes Drive East, Rolling Hills Estates, California, April 2, 2008, Project No 371-004-07.

Neblett & Associates, Inc., Interim Report of Geotechnical Observations Inert Landfill Operations Chandler's Palos Verdes Sand and Gravel, Rolling Hills Estates, California, March 20, 2009, Project No. 371-004-07

**INTERIM REPORT OF
GEOTECHNICAL OBSERVATIONS
INERT LANDFILL OPERATIONS
CHANDLER'S PALOS VERDES SAND
AND GRAVEL
ROLLING HILLS ESTATES,
CALIFORNIA**

**Project No. 371-004-07
March 20, 2009**

**Prepared For:
CHANDLER'S
26311 Palos Verdes Drive East
Rolling Hills, CA. 90274**

**Prepared By:
NEBLETT & ASSOCIATES, INC.
4911 Warner Avenue, Suite 218
Huntington Beach, CA 92649**



Neblett & Associates

Chandler's
Palos Verdes Sand & Gravel Co.
Landfill & Construction Materials
26311 Palos Verdes Drive East
Rolling Hills, CA. 90274

March 20, 2009
Project No.: 371-004-07

Attention: Mr. J. Michael Cope, Project Director

Subject: **Interim Report of Geotechnical Observations**
Inert Landfill Operations
Chandler's Palos Verdes Sand and Gravel
Rolling Hills Estates, California

References: See attached List of References

Dear Mr. Cope:

Pursuant to your request, Neblett & Associates, Inc. (N&A) is providing this summary report of our field observations performed during the inert debris engineered fill operation (IDEFO) at the subject site from April, 2008 through March 16, 2009. Our observations were performed from an engineering geologic and geotechnical engineering standpoint only, and were made on a periodic basis during this time period.

Project Background

The inert material landfill operations have been on-going at the subject site for approximately 36 years, with inert materials and soil being used to infill the abandoned pit from the sand and gravel mining operations. N&A has observed the landfill operation on a periodic basis from

The inert landfill site has been subdivided into four areas designated as Areas A, B, C and D to delineate various stages of landfill operations (see Figure 1). A general description of current activities in each of the landfill areas, based on our observations, is summarized below.

Engineering Geologic and Geotechnical Engineering Observations

Area A:

This area consists of approximately 35 acres in the easternmost portion of the landfill that was infilled prior to 2004. A fill stockpile of clean sands and clayey sands, derived from construction sites in the local area, is located in the northeastern portion of this area. This fill will be utilized during the future grading of the proposed golf course and residential development.

The northwest portion of this area is currently utilized as a storage area for Thompson Materials and is covered with numerous pallets of brick and stone (Figures 1 and 2).

Area B:

This area consists of approximately 29 acres and is located west of Area A as shown on Figure 1. It is an active portion of the landfill where crushed miscellaneous base (CMB) is manufactured for purchase by contractors, and for the generation of fill to be used during future grading operations for the proposed golf course and residential development.

The CMB manufacturing process consists of staging, screening and temporary storage. Imported truck loads of broken concrete, asphalt, soil and other inert materials are screened in the northerly portion of the area. After screening, the concrete fragments are transported to the crushing plant located in the southern portion of the area. The clean screened soil fraction that is available as CMB is placed in the stockpile in the northern portion of the area. The CMB is

be utilized as backfill for the retaining walls of the adjacent offsite proposed water tank facility. The remainder can be utilized by the landfill operator for their use.

Area C:

This area is continuing to receive inert fill material predominately consisting of concrete, brick and porcelain fragments with soil and other inert materials. These materials are spread in 1'± thick lifts with a CAT D-8 dozer and/or rubber-tired front loader, and moisture conditioned periodically with a water truck. The western portion of this area consists of an inert fill rubble slope at an inclination of about 1:1 (H:V) and is approximately 100 ft. in height.

The fill process consists of spreading the rubble in relatively thin lifts, applying water to these lifts to infill the fines into the voids, and wheel rolling with the processing equipment and trucks, to achieve a relatively uniform compacted rubble fill prism.

Area D:

Area D is located westerly of the inert landfill zone (Figure 1) and has not received any fill during this observation period. The future proposed rough grading for the residential development will involve placement of engineered compacted clean fill to support the residential units.

Erosional processes are gradually eroding the non-cemented sands of the San Pedro Formation that form the steep north and west quarry walls resulting in deposition of minor amounts of fine sands and silts in the floor of the pit in Area D.

Summary

Based on our field observations, it is our opinion that the observed placement of the inert fill is in substantial compliance with the IDEFO Plan, meets the intent of the California Code of

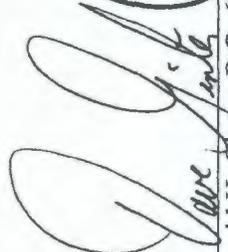
Chandler's
Interim Report of Geotechnical Observations
Inert Landfill Operations
Chandler's Palos Verdes Sand and Gravel
Rolling Hills Estates, California

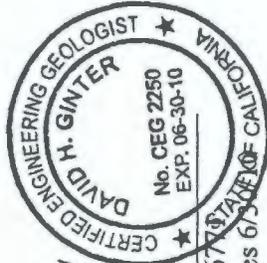
March 20, 2009
Project No.: 371-004-07
Page 4 of 5

Respectfully Submitted,
NEBLETT & ASSOCIATES, INC.

By: 
Daniel J. Morikawa, P.E.
RGE 2726, Reg. Expires 9/29/10
Chief Engineer



By: 
David H. Ginter, P.G. 67
CEG 2250, Reg. Expires 6/30/10
Chief Geologist



Attachments: List of References
Figure 1 through 4

Distribution: Addressee (4 copies)

File: 371-004-07 032409 Chandler's Interim Report

LIST OF REFERENCES

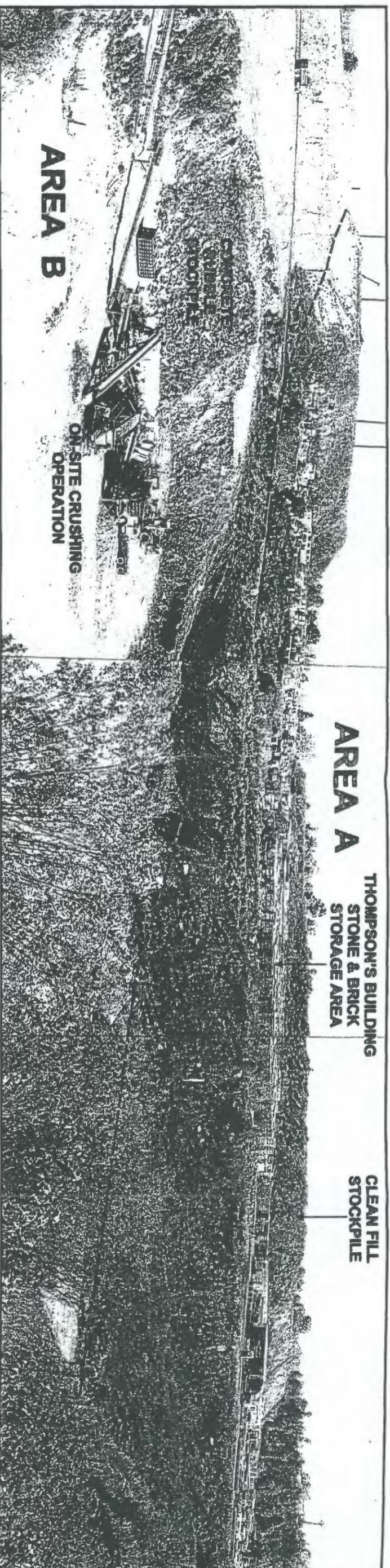
Neblett & Associates, Inc., Preliminary Grading Recommendations, Proposed Golf Course within the Inert Landfill Area, Chandler's Sand & Gravel, Rolling Hills Estates, California, August 1, 2003, Project No. 371-000-01.

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Neblett & Associates, Inc., Summary Report of Geotechnical Observations, Chandler's Palos Verdes Sand & Gravel, Rolling Hills Estates, California, August 23, 2007, Project No. 371-004-07.

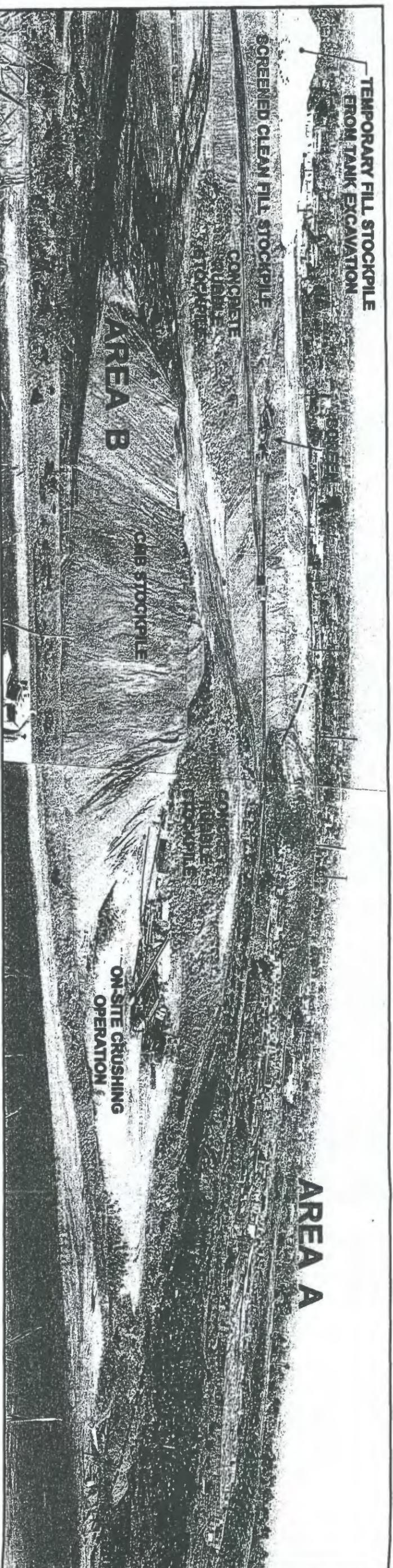
Neblett & Associates, Inc., Interim Summary Report of geotechnical Observations, Chandler's Palos Verdes Sand & Gravel, 26311 Palos Verdes Drive East, Rolling Hills Estates, California, April 2, 2008, Project No. 371-004-07.



AREAS A AND B
 PHOTO TAKEN 3/17/09 VIEWING NORTHEAST
 OF INERT FILL AREAS A AND B

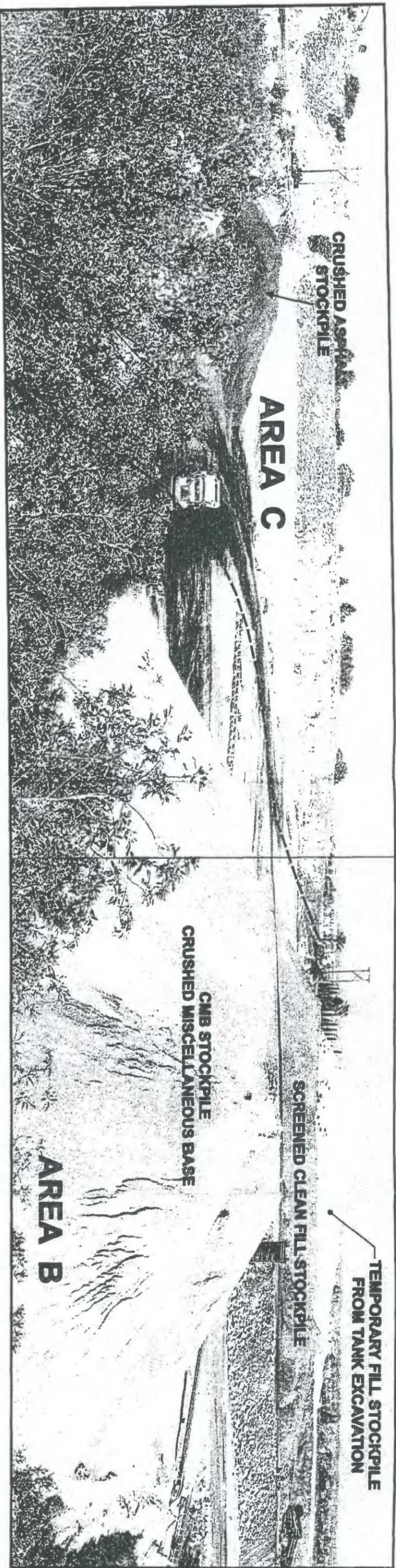
Figure 2

	NEBLETT & ASSOCIATES 4911 WARNER AVENUE, SUITE 218 HUNTINGTON BEACH, CA 92649 PHONE: (714) 840-8286 FAX: (714) 840-9796
	PROJECT 371-004-07 DATE 3-20-09



AREAS A AND B
 PHOTO TAKEN 3/17/09 VIEWING NORTHEAST
 OF INERT FILL AREAS A AND B SHOWING
 CRUSHING/SCREENING OPERATIONS
 AND RELATED STOCKPILES

Figure 3



AREAS B AND C
 PHOTO TAKEN 3/17/09 VIEWING NORTH
 OF INERT FILL AREAS B AND C

Figure 4

	NEBLETT & ASSOCIATES 4911 WARNER AVENUE, SUITE 218 HUNTINGTON BEACH, CA 92649 PHONE: (714) 840-8286 FAX: (714) 840-9796	
	PROJECT 371-004-07	DATE 3-20-09

**INTERIM REPORT OF
GEOTECHNICAL OBSERVATIONS
INERT LANDFILL OPERATIONS
CHANDLER'S PALOS VERDES SAND
AND GRAVEL
ROLLING HILLS ESTATES,
CALIFORNIA**

**Project No. 371-004-07
March 20, 2009**

**Prepared For:
CHANDLER'S
26311 Palos Verdes Drive East
Rolling Hills, CA. 90274**

**Prepared By:
NEBLETT & ASSOCIATES, INC.
4911 Warner Avenue, Suite 218
Huntington Beach, CA 92649**



Chandler's
Palos Verdes Sand & Gravel Co.
Landfill & Construction Materials
26311 Palos Verdes Drive East
Rolling Hills, CA. 90274

March 20, 2009
Project No.: 371-004-07

Attention: Mr. J. Michael Cope, Project Director

Subject: Interim Report of Geotechnical Observations
Inert Landfill Operations
Chandler's Palos Verdes Sand and Gravel
Rolling Hills Estates, California

References: See attached List of References

Dear Mr. Cope:

Pursuant to your request, Neblett & Associates, Inc. (N&A) is providing this summary report of our field observations performed during the inert debris engineered fill operation (IDEFO) at the subject site from April, 2008 through March 16, 2009. Our observations were performed from an engineering geologic and geotechnical engineering standpoint only, and were made on a periodic basis during this time period.

Project Background

The inert material landfill operations have been on-going at the subject site for approximately 36 years, with inert materials and soil being used to infill the abandoned pit from the sand and gravel mining operations. N&A has observed the landfill operations on a periodic basis from March 30, 2005 to present. During this period, inert materials in general consisted of broken concrete, broken porcelain, and bricks. Also, soils from grading projects in the surrounding area have been used as infill that were carefully inspected by landfill personnel to eliminate vegetation and/or suspect contaminated soils.

The inert landfill site has been subdivided into four areas designated as Areas A, B, C and D to delineate various stages of landfill operations (see Figure 1). A general description of current activities in each of the landfill areas, based on our observations, is summarized below.

Engineering Geologic and Geotechnical Engineering Observations

Area A:

This area consists of approximately 35 acres in the easternmost portion of the landfill that was infilled prior to 2004. A fill stockpile of clean sands and clayey sands, derived from construction sites in the local area, is located in the northeastern portion of this area. This fill will be utilized during the future grading of the proposed golf course and residential development.

The northwest portion of this area is currently utilized as a storage area for Thompson Materials and is covered with numerous pallets of brick and stone (Figures 1 and 2).

Area B:

This area consists of approximately 29 acres and is located west of Area A as shown on Figure 1. It is an active portion of the landfill where crushed miscellaneous base (CMB) is manufactured for purchase by contractors, and for the generation of fill to be used during future grading operations for the proposed golf course and residential development.

The CMB manufacturing process consists of staging, screening and temporary storage. Imported truck loads of broken concrete, asphalt, soil and other inert materials are screened in the northerly portion of the area. After screening, the concrete fragments are transported to the crushing plant located in the southern portion of the area. The clean screened soil fraction that is unusable as CMB is placed in the stockpile in the northern portion of the area. The CMB is stockpiled in the southwestern portion of Area B. These facilities are shown on Figures 1-3.

A source stockpile of asphalt and concrete fragments for CMB processing is located in the eastern portion of Area B immediately north of the crushing operations (Figure 2)

In the extreme northern portion of Area B is a temporary fill stockpile of clean sand excavated from the adjacent proposed water tank site for the City of Lomita. The majority of this fill will

be utilized as backfill for the retaining walls of the adjacent offsite proposed water tank facility. The remainder can be utilized by the landfill operator for their use.

Area C:

This area is continuing to receive inert fill material predominately consisting of concrete, brick and porcelain fragments with soil and other inert materials. These materials are spread in 1'± thick lifts with a CAT D-8 dozer and/or rubber-tired front loader, and moisture conditioned periodically with a water truck. The western portion of this area consists of an inert fill rubble slope at an inclination of about 1:1 (H:V) and is approximately 100 ft. in height.

The fill process consists of spreading the rubble in relatively thin lifts, applying water to these lifts to infill the fines into the voids, and wheel rolling with the processing equipment and trucks, to achieve a relatively uniform compacted rubble fill prism.

Area D:

Area D is located westerly of the inert landfill zone (Figure 1) and has not received any fill during this observation period. The future proposed rough grading for the residential development will involve placement of engineered compacted clean fill to support the residential units.

Erosional processes are gradually eroding the non-cemented sands of the San Pedro Formation that form the steep north and west quarry walls resulting in deposition of minor amounts of fine sands and silts in the floor of the pit in Area D.

Summary

Based on our field observations, it is our opinion that the observed placement of the inert fill is in substantial compliance with the IDEFO Plan, meets the intent of the California Code of Regulations –Title 14, Section 17388(1), and is suitable and acceptable to support the future proposed golf course at the subject site.

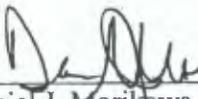
We greatly appreciate the opportunity to provide our services. If you have any questions or require additional information, please contact the undersigned.

Chandler's
Interim Report of Geotechnical Observations
Inert Landfill Operations
Chandler's Palos Verdes Sand and Gravel
Rolling Hills Estates, California

March 20, 2009
Project No.: 371-004-07
Page 4 of 5

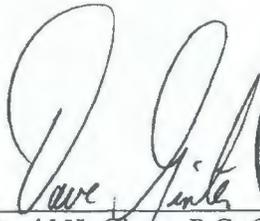
Respectfully Submitted,
NEBLETT & ASSOCIATES, INC.

By:


Daniel J. Morikawa,
RGE 2726, Reg. Expires 9/30/10
Chief Engineer



By:


David H. Ginter, P.G. 6770
CEG 2250, Reg. Expires 6/30/10
Chief Geologist



Attachments: List of References
Figure 1 through 4

Distribution: Addressee (4 copies)

File: 371-004-07 032409 Chandler's Interim Report

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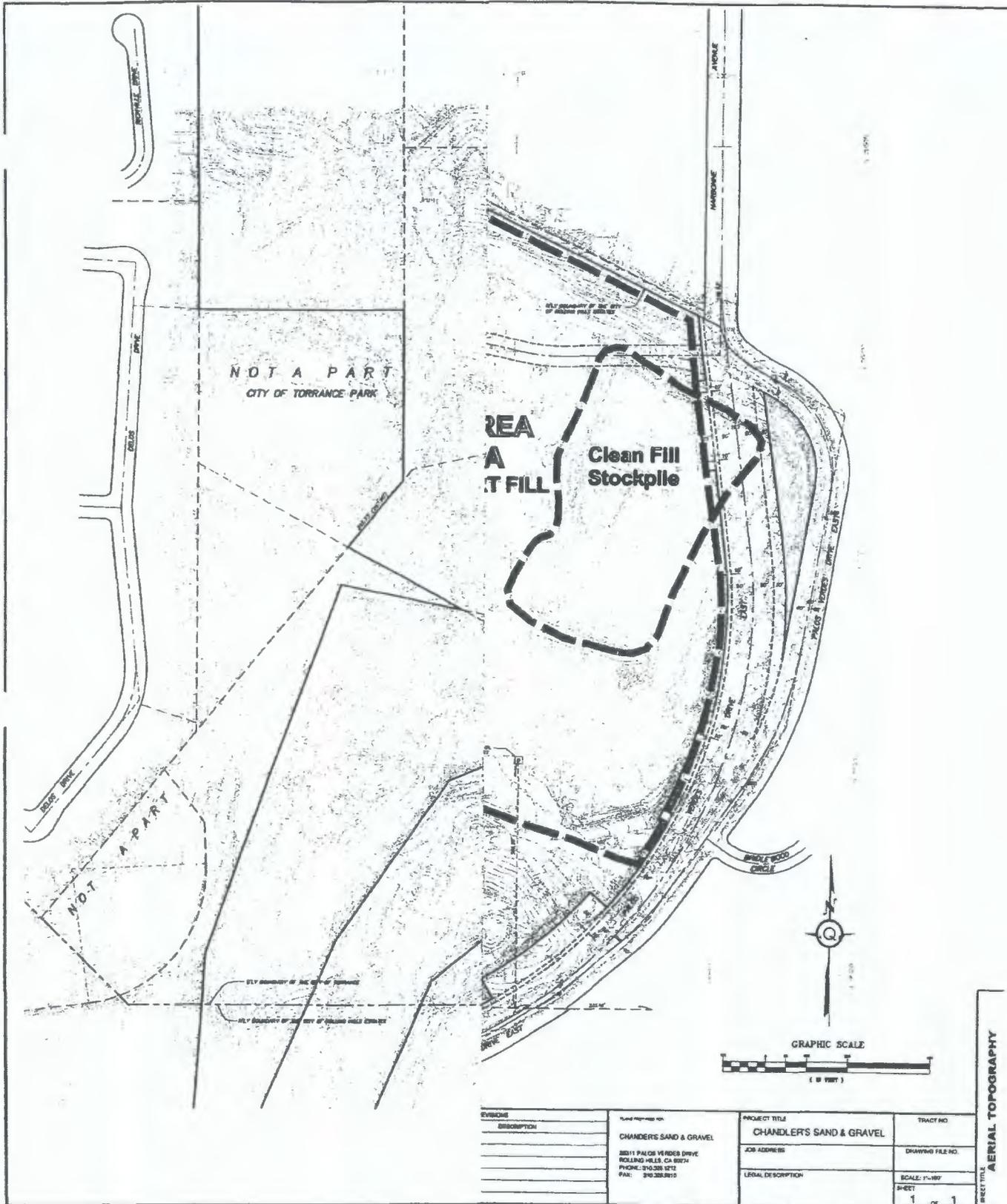
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Neblett & Associates, Inc., Summary Report of Geotechnical Observations, Chandler's Palos Verdes Sand & Gravel, Rolling Hills Estates, California, August 23, 2007, Project No. 371-004-07.

Neblett & Associates, Inc., Interim Summary Report of geotechnical Observations, Chandler's Palos Verdes Sand & Gravel, 26311 Palos Verdes Drive East, Rolling Hills Estates, California, April 2, 2008, Project No. 371-004-07.



REVISIONS DESCRIPTION 	CLIENT CHANDLER'S SAND & GRAVEL 3811 PALM VERTICES DRIVE ROLLING HILLS, CA 90274 PHONE: 910.388.5272 FAX: 910.388.9810	PROJECT TITLE CHANDLER'S SAND & GRAVEL	TRACT NO.
	JOB ADDRESS	DRAWING FILE NO.	
	LEGAL DESCRIPTION	SCALE: 1"=100' SHEET 1 OF 1	
	PROJECT 371-004-07		

Figure 1
 INERT FILL AREAS A,B,C AND D
 Topography base flown Dec., 2008

	NEBLETT & ASSOCIATES 4911 WARNER AVENUE, SUITE 218 HUNTINGTON BEACH, CA 92649 PHONE: (714) 840-8286 FAX: (714) 840-9796
	PROJECT 371-004-07

AERIAL TOPOGRAPHY

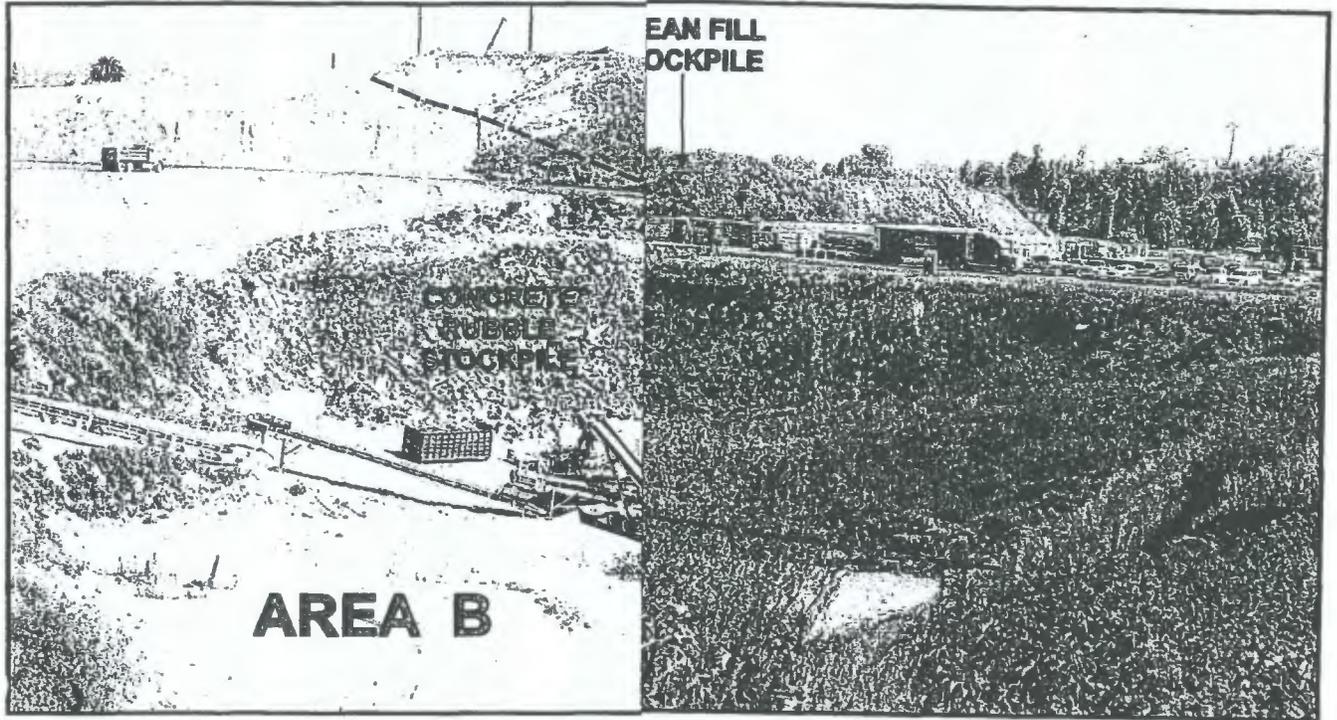


Figure 2

	NEBLETT & ASSOCIATES 4911 WARNER AVENUE, SUITE 218 HUNTINGTON BEACH, CA 92649 PHONE: (714) 840-8286 FAX: (714) 840-9796	
	PROJECT 371-004-07	DATE 3-20-09

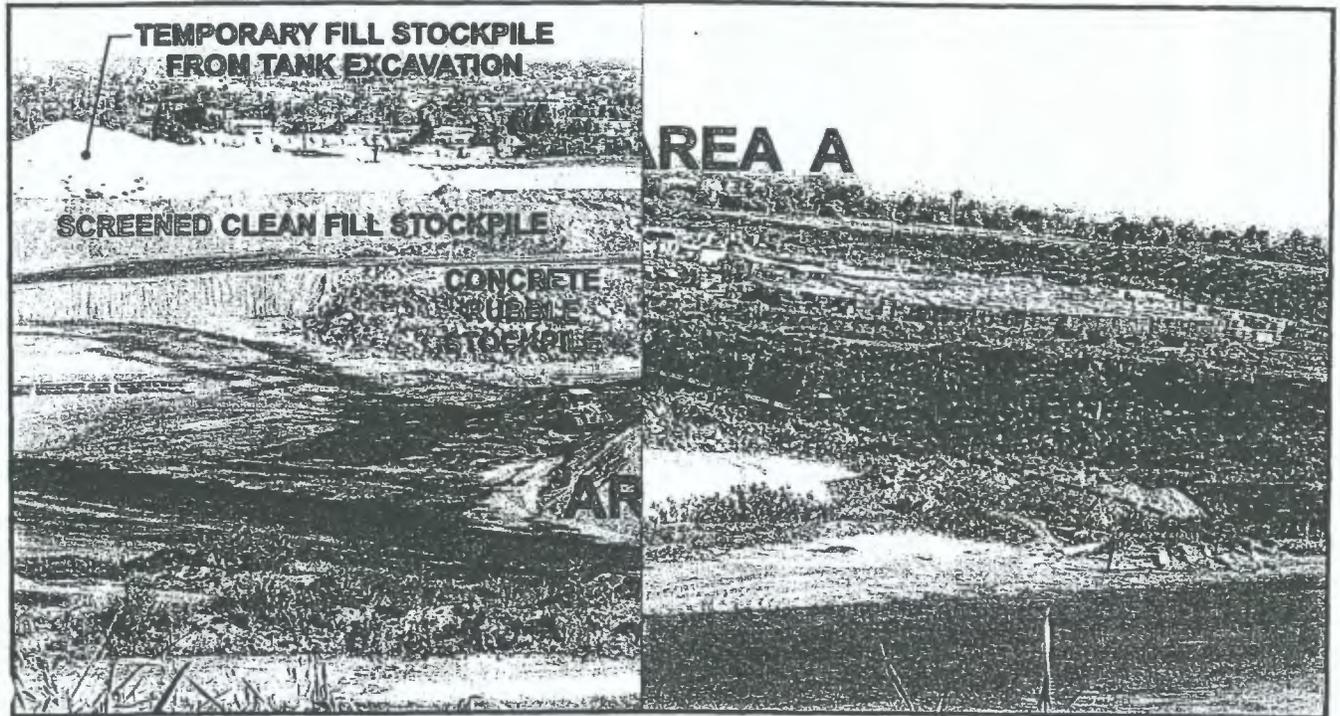


Figure 3

	<p>NEBLETT & ASSOCIATES</p>
	<p>4911 WARNER AVENUE, SUITE 218 HUNTINGTON BEACH, CA 92649</p>
	<p>PHONE: (714) 840-8286 FAX: (714) 840-9796</p>
<p>PROJECT 371-004-07</p>	<p>DATE 3-20-09</p>

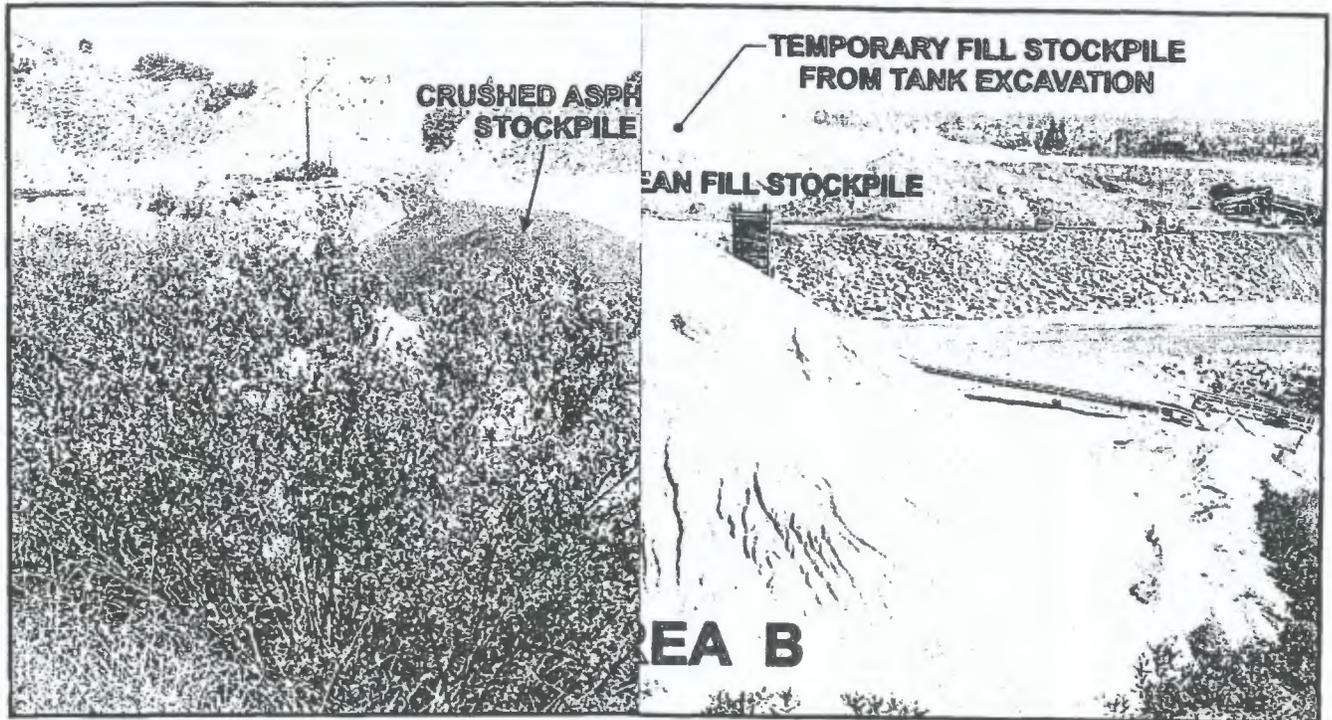


Figure 4

	NEBLETT & ASSOCIATES	
	4911 WARNER AVENUE, SUITE 218 HUNTINGTON BEACH, CA 92649 PHONE: (714) 840-8286 FAX: (714) 840-9796	
PROJECT 371-004-07	DATE 3-20-09	



Chandler's
Palos Verdes Sand & Gravel Co.
Landfill & Construction Materials
26311 Palos Verdes Drive East
Rolling Hills, CA 90274

April 2, 2008
Project No. 371-004-07

Attention: Mr. J. Michael Cope, Project Director

Subject: Interim Summary Report of Geotechnical Observations
Chandler's Palos Verdes Sand & Gravel
26311 Palos Verdes Drive East
Rolling Hills Estates, California

References: See attached List of References

Dear Mr. Cope:

This report provides a summary of our geotechnical field observations and results of testing performed during the inert debris engineered fill operation (IDEFO) at the subject site. Our observations were performed from a geotechnical standpoint only, and were made on a periodic basis between July 5th, 2007 and March 27th, 2008.

Project Background

The inert material landfill operations has been on-going at the subject site for approximately 35 years, with inert material being used to infill the abandoned sand and gravel pits. The final product use of this IDEFO area will be a golf course.

The current landfill site has been subdivided into three areas designated as Areas A, B and C (see attached Site Plan Figure 1, and Plate 1) to designate the various stages of landfill operations. A fourth area, Area D, is shown on this plan and delineates an area of planned engineered compacted fill placement associated with future residential development. Area D has not received any fill materials during the observation period. A general discussion of the landfill areas and our observations are summarized below. Inert fill materials consisting of soils, concrete fragments, rock, asphalt, masonry rubble, and other inert materials were observed being placed during our periodic observation.



Plate 1: Looking east, showing Areas A through D (February 2007).

Geotechnical Observations

Area A

Area A consists of approximately 35 acres and covers the easternmost portion of the landfill. This area was previously in-filled prior to 2004. Stockpiling of soil materials is currently ongoing in the northeastern portion (future golf course area) of Area A, with stockpile measuring approximately 550 feet by 300 feet in plan area and averaging approximately 15 feet high (approximately 15-20 feet above planned finish grades). This stockpile consists of approximately 80,000 cubic yards of truck dumped clean sands and clayey sands, absent of oversize rock, concrete, asphalt or other oversize materials, which will later be used during golf course grading. These volumes are based upon crude field measurements and should not be used for estimation or construction purposes. The stockpile has expanded in width to the east since our August 2007 Interim Summary Report.



Plate 2: Looking easterly at stockpiled fill materials in Area A.

Area B

This area consists of approximately 29 acres and is located adjacent to and west of Area A. This area is an active portion of the current landfill operations, and is being utilized as a staging, screening and storage area for inert cover materials and recycled crushed miscellaneous base (CMB). Loads containing concrete, asphalt, dirt, and other inert materials are screened in the northerly portion of Area B. After screening, the oversized-fraction of these loads is sent to be recycled/processed as CMB at the crusher/base plant located in the southern portion of Area B. The clean fill fraction that is unusable as CMB is placed as clean fill stockpile material across the north portion of Area B. These materials were placed in 1-2 foot horizontal lifts. In the northeast corner of Area B, stockpiled clean cover materials

Plate 3: Looking northeast at base stockpiles.



There are two stockpiles of CMB in Area B, consisting of approximately 10,000 – 15,000 cubic yards. The actual amount fluctuates with production and export of CMB. The northeast corner of Area B is underlain by terrace deposits and bedrock assigned to the San Pedro Formation

consisting of sands and silty sands placed in 2005 and 2006 remain, and are as much as 30-40 feet above proposed golf course grades. This stored cover material will be utilized by the future contractor to bring the entire Area B to its final golf course design grades (See attached map).

Chandler's
 Summary Report of Geotechnical Observations
 Chandler's Palos Verdes Sand & Gravel
 26311 Palos Verdes Drive East
 Rolling Hills Estates, California

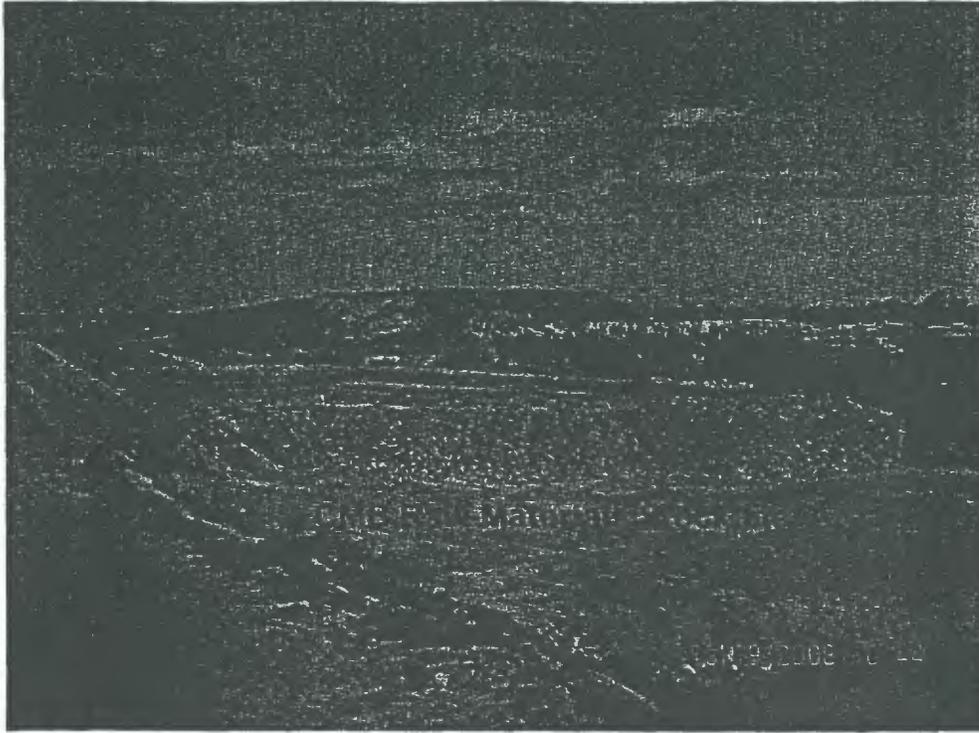


Plate 4: Looking northeasterly at CMB Raw Materials in south portion of Area B.

The inert fill cover materials are being placed in the north and northwest portions of Area B. In addition, there is a raw materials stockpile, located in the east-central portion of Area B, consisting of oversize concrete, asphalt and other materials for manufacture of CMB.

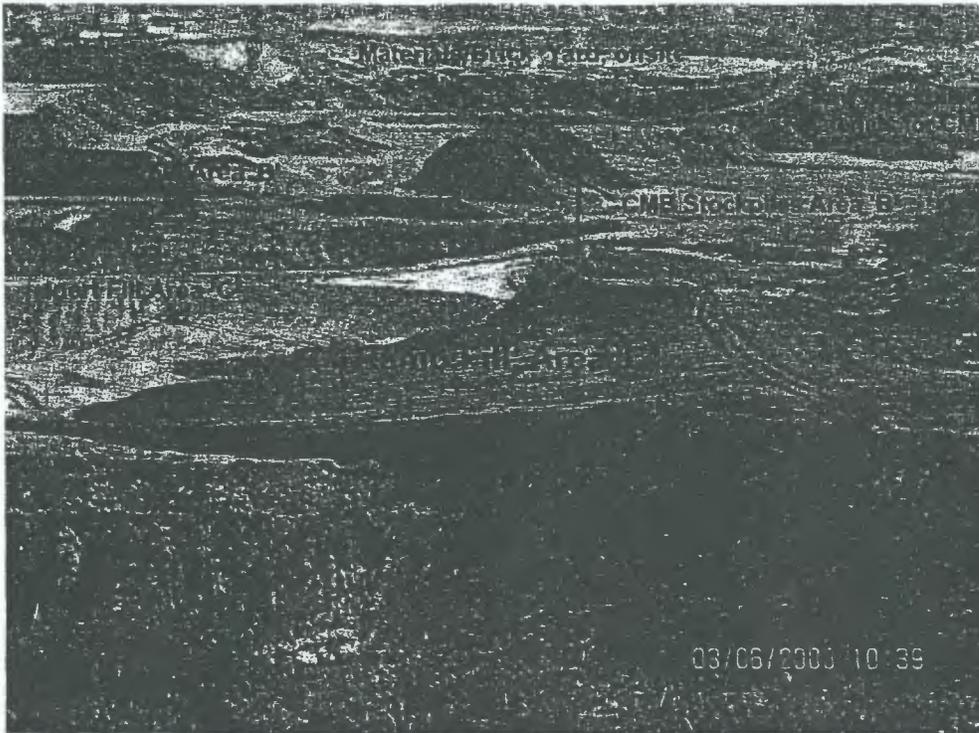


Plate 5: Looking east at inert fill, CMB stockpiling and ramp fill, Areas B & C.

Area C

Inert rubble fill (comprised predominantly of concrete and masonry rubble, soil, rocks, asphalt concrete fragments and other inert materials) was placed within the lower portion of the remnant quarry and consists of the rubble piles of end-dumped and bulldozed material near the top of slope into the abandoned pit with an 824 and/or a rubber-tired loader. The rubble fill slope face has an approximately 1:1 (horizontal to vertical) ratio and is approximately 115 feet in vertical height. To date, the filling operation has progressed westward remains at approximately 600 feet from the westerly edge of Area B.

During the infilling of this portion of the former quarry, water was periodically applied to the upper portion of the rubble slope using a water truck and/or a 4-inch water monitor system in order to wash fines into and around the segregated coarser accumulation of rubble at the

bottom. Concrete washout was placed in the southeast corner of Area C during the observation period.



Plate 6: Looking north at Area C, minor inert Fill operations and toe of north-trending ramp fill.

Area D

Area D did not receive any fill throughout the observation period. Future plans call for Area D to receive compacted fill materials to support residential units in the western portion of the property. Since it is the lowest elevation portion of the property, this area is subject to ponding during the winter months. When the area of ponding has dried, the settlement monument located in Area D will be re-exposed.



PLATE 7: Area D, looking northwest.

Occasional raveling of sands from the San Pedro Formation, which comprises the northern and western quarry walls, also contributes minor amounts of loose debris/infill to Area D. There is ponding in this area during times of heavy rain which deposits thin layers of silt across the bottom of Area D. The silts and sands that have accumulated in this area will be removed prior to future backfill operations. Inert fill operations have not encroached on, or contributed any materials to Area D during the observation period.

Chandlers's
Summary Report of Geotechnical Observations
Chandler's Palos Verdes Sand & Gravel
26311 Palos Verdes Drive East
Rolling Hills Estates, California

April 2, 2008
Project No. 371-004-07
Page 10 of 10

LIST OF REFERENCES

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Chandler's
Summary Report of Geotechnical Observations
Chandler's Palos Verdes Sand & Gravel
26311 Palos Verdes Drive East
Rolling Hills Estates, California

April 2, 2008
Project No. 371-004-07
Page 9 of 10

Conclusions

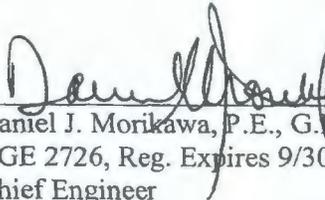
Based on our field observations and testing, it is our opinion that the observed placement of the inert fill is in substantial compliance with the IDEFO Plan, meets the intent of California Code of Regulations, Title 14, Section 17388(1), and is acceptable to provide adequate support for the planned golf course at the subject site.

Should you have any questions or need additional information, please contact the undersigned.

Sincerely,

NEBLETT & ASSOCIATES, INC.

By: 
David H. Ginter, 
CEG 2250, Reg. Expires 9/30/08
Chief Geologist

By: 
Daniel J. Morikawa, P.E., G.E.
RGE 2726, Reg. Expires 9/30/08
Chief Engineer 

Attachments: List of References

Distribution: Addressee (4 copies)

File: 371-004-07 040208 Chandler's, Summary Report.doc

**INTERIM SUMMARY REPORT OF
GEOTECHNICAL OBSERVATIONS
CHANDLER'S PALOS VERDES SAND
& GRAVEL 26311 PALOS VERDES
DRIVE EAST ROLLING HILLS
ESTATES, CALIFORNIA**

**Project No. 371-004-07
August 23, 2007**

**Prepared For:
CHANDLER'S
PALOS VERDES SAND & GRAVEL CO.
LANDFILL & CONSTRUCTION MATERIALS
26311 Palos Verdes Drive East Rolling Hills, Ca
90274**

**Prepared By:
NEBLETT & ASSOCIATES, INC.
4911 Warner Avenue, Suite 218
Huntington Beach, CA 92649**



Chandler's
Palos Verdes Sand & Gravel Co.
Landfill & Construction Materials
26311 Palos Verdes Drive East
Rolling Hills, CA 90274

July 31, 2007
Revised August 23, 2007
Project No. 371-004-07

Attention: Mr. J. Michael Cope, Project Director

Subject: Interim Summary Report of Geotechnical Observations
Chandler's Palos Verdes Sand & Gravel
26311 Palos Verdes Drive East
Rolling Hills Estates, California

References: See attached List of References

Dear Mr. Cope:

This report provides a summary of our geotechnical field observations and results of testing performed during the inert debris engineered fill operation (IDEFO) at the subject site. Our observations were performed from a geotechnical standpoint only, and were made on a periodic basis between June 27, 2006 and July 5th, 2007.

Project Background

The inert material landfill operations has been on-going at the subject site for approximately 33 years, with inert material being used to infill the abandoned sand and gravel pits. The final product use of this IDEFO area will be a golf course.

The current landfill site has been subdivided into three areas designated as Areas A, B and C (see attached Site Plan Figure 1, and Plate 1) to designate the various stages of landfill operations. A fourth area, Area D, is shown on this plan and delineates an area of planned engineered compacted fill placement associated with future residential development. Area D has not received any fill materials during the observation period. A general discussion of the landfill areas and our observations are summarized below. Inert fill materials consisting of soils, concrete fragments, rock, asphalt, masonry rubble, and other inert materials were observed being placed during our periodic observation.



Plate 1: Looking east, showing Areas A through D (February 2007).

Geotechnical Observations

Area A

Area A consists of approximately 35 acres and covers the easternmost portion of the landfill. This area was previously in-filled prior to 2004. Stockpiling of soil materials is currently ongoing in the northeastern portion (future golf course area) of Area A, with stockpile measuring approximately 550 feet by 150 feet in plan area and averaging approximately 15 feet high (approximately 15 to 20 feet above planned finish grades). This stockpile consists of approximately 50,000 cubic yards of truck dumped clean sands and clayey sands, absent of

oversize rock, concrete, asphalt or other oversize materials, which will later be used during golf course grading.

Area B

This area consists of approximately 29 acres and is located adjacent to and west of Area A. This area is an active portion of the current landfill operations, and is being utilized as a staging, screening and storage area for inert cover materials and recycled crushed miscellaneous base (CMB). Loads containing concrete, asphalt, dirt, and other inert materials are screened in the northerly portion of Area B. After screening, the oversized fraction of these loads are sent to be recycled/processed as CMB at the crusher/base plant located in the southern portion of Area B. The clean fill fraction that is unusable as CMB is placed as inert cover material across the north portion of Area B. These inert cover materials were placed in 1-2 feet horizontal lifts. The current grade for the majority of Area B is approximately 5-10 feet below the proposed golf course elevation. In the northeast corner of Area B, stockpiled clean cover materials consisting of sands and silty sands placed in 2005 and 2006 remain, and are as much as 20 feet above proposed golf course grades. This stored cover material will be utilized by the future contractor to bring the entire Area B to its final golf course design grades (See attached map).

There are two stockpiles of CMB in Area B, consisting of approximately 10,000 – 15,000 cubic yards. The actual amount fluctuates with production and export of CMB. The northeast corner of Area B is underlain by terrace deposits and bedrock assigned to the San Pedro Formation



Plate 2: Looking east at base stockpiles.

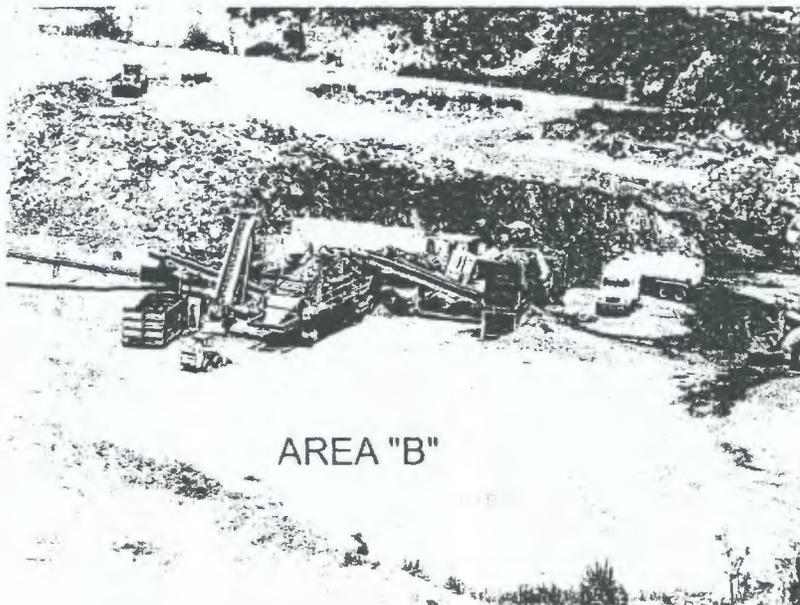


Plate 3: Looking northerly at CMB base plant in south portion of Area B.

Area C

Inert rubble fill (comprised predominantly of concrete and masonry rubble, soil, rocks, asphalt concrete fragments and other inert materials) was placed within the lower portion of the remnant quarry and consists of the rubble piles of end-dumped and bulldozed material near the top of slope into the abandoned pit with an 824 and/or a rubber-tired loader (See Plates 5 and 6). The rubble fill slope face has an approximately 1:1 (horizontal to vertical) ratio and is approximately 100 feet in vertical height. To date, the filling operation has progressed westward approximately 600 feet from the westerly edge of Area B.



Plate 4: Looking west, inert fill operations in Area C.

During the infilling of this portion of the former quarry, water was periodically applied to the upper portion of the rubble slope using a water truck and/or a 4-inch water monitor system in order to wash fines into and around the segregated coarser accumulation of rubble at the

bottom. Concrete washout was placed over the west face during the observation period (see Plate 5).

A 6± feet high fill berm was constructed along the western limits of this area and defines the boundary of this rubble fill area and proposed engineered compacted fill area west of Area D. During the rainy season, this berm served to impound water drainage adjacent to the toe of the rubble fill slope.

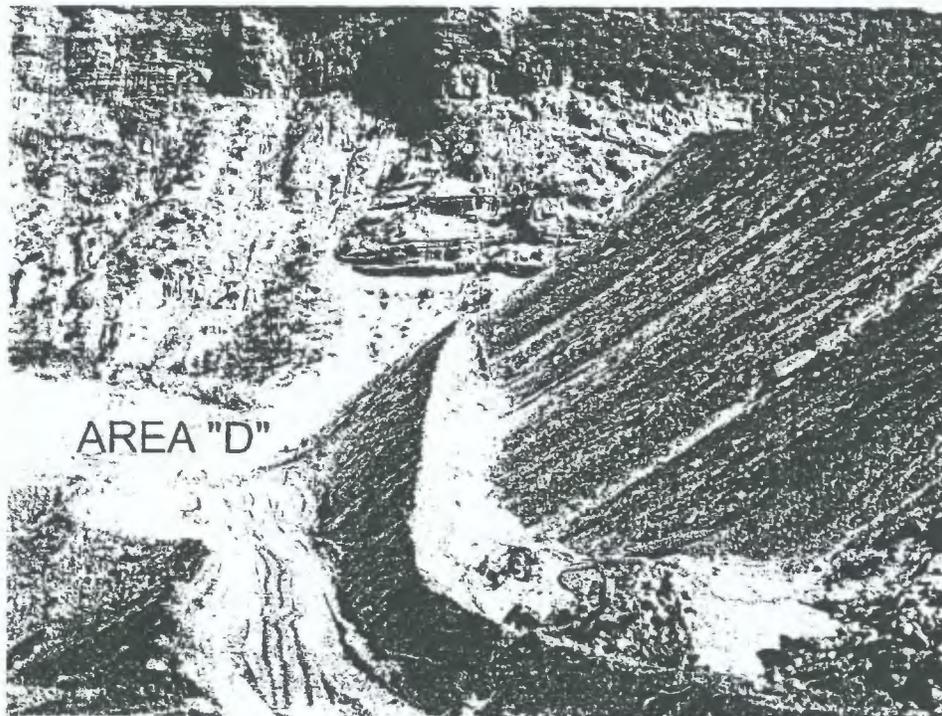


Plate 5: Westerly Area C, Inert Fill Operations. Rubble Face is covered with concrete washout.

Area D

Area D did not receive any fill throughout the observation period. Future plans call for Area D to receive compacted fill materials to support residential units in the western portion of the property. Since it is the lowest elevation portion of the property, this area is subjected to ponding during the winter months. This ponding resulted in silting and partial burial of the

settlement monument in Area D. In February 2007, a front end loader was used to expose a settlement monument in Area D (see Plates 6 and 7).

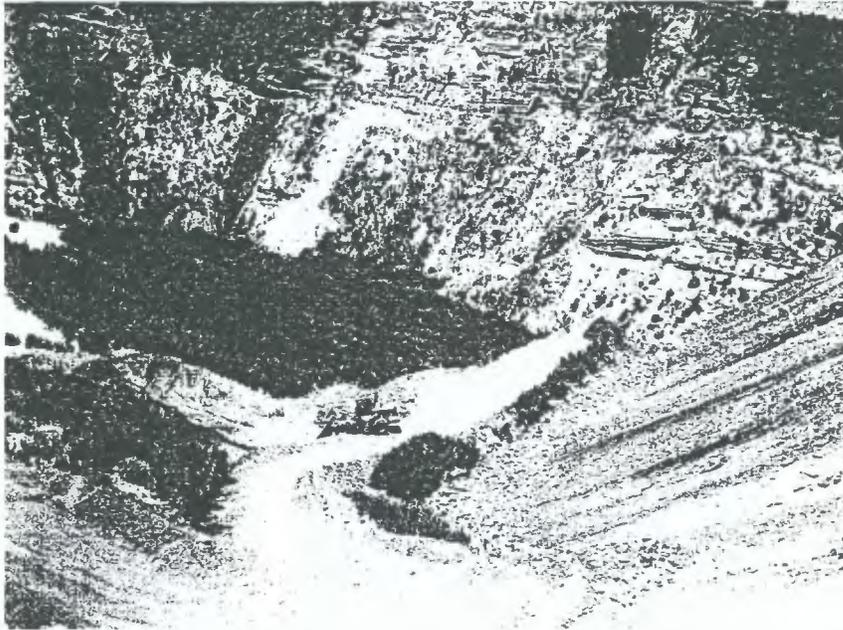


PLATE 6: Area D, looking northwest at loader exposing settlement monument.

Occasional raveling of sands from the San Pedro Formation, which comprises the northern and western quarry walls, also contributes minor amounts of loose debris/infill to Area D. The silts and sands that have accumulated in this area will be removed prior to future backfill operations. Inert fill operations have not encroached on, or contributed any materials to Area D during the observation period.

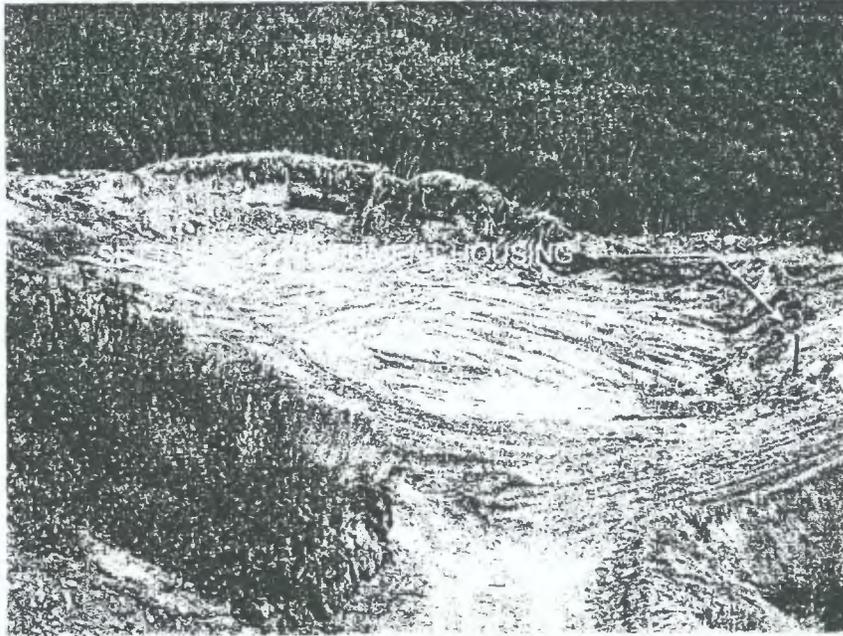


PLATE 7: Area D, Settlement Monument.



PLATE 8: Areas A-D, looking east.

Chandler's
Summary Report of Geotechnical Observations
Chandler's Palos Verdes Sand & Gravel
26311 Palos Verdes Drive East
Rolling Hills Estates, California

July 31, 2007
Revised August 23, 2007
Project No. 371-004-07
Page 9 of 10

Conclusions

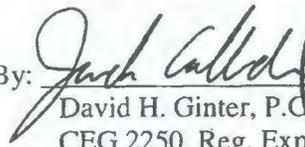
Based on our field observations and testing, it is our opinion that the observed placement of the inert fill is in substantial compliance with the IDEFO Plan, meets the intent of California Code of Regulations, Title 14, Section 17388(1), and is acceptable to provide adequate support for the planned golf course at the subject site.

Should you have any questions or need additional information, please contact the undersigned.

Sincerely,

NEBLETT & ASSOCIATES, INC

By:



David H. Ginter, P.C. 6771
CEG 2250, Reg. Expires 9/30/08
Chief Geologist



Daniel J. Morikawa, P.E.
RGE 2726, Reg. Expires 9/30/08
Chief Engineer



Attachments: List of References

Distribution: Addressee (4 copies)

File: 371-004-07 082307 Chandler's, Summary Report.doc

Neblett & Associates, Inc.

Chandler's
Summary Report of Geotechnical Observations
Chandler's Palos Verdes Sand & Gravel
26311 Palos Verdes Drive East
Rolling Hills Estates, California

July 31, 2007
Revised August 23, 2007
Project No. 371-004-07
Page 10 of 10

LIST OF REFERENCES

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Neblett & Associates, Inc., IDEFO Compliance Statement, Proposed Golf Course within the Inert Landfill Area, Chandler's Sand & Gravel, Rolling Hills Estates, California, dated July 20, 2004, Project No. 371-000-01.

Neblett & Associates, Inc., Summary Report of Geotechnical Observations, Chandler's Palos Verdes Sand & Gravel, Rolling Hills Estates, California, June 30, 2006, Project No. 371-004-07

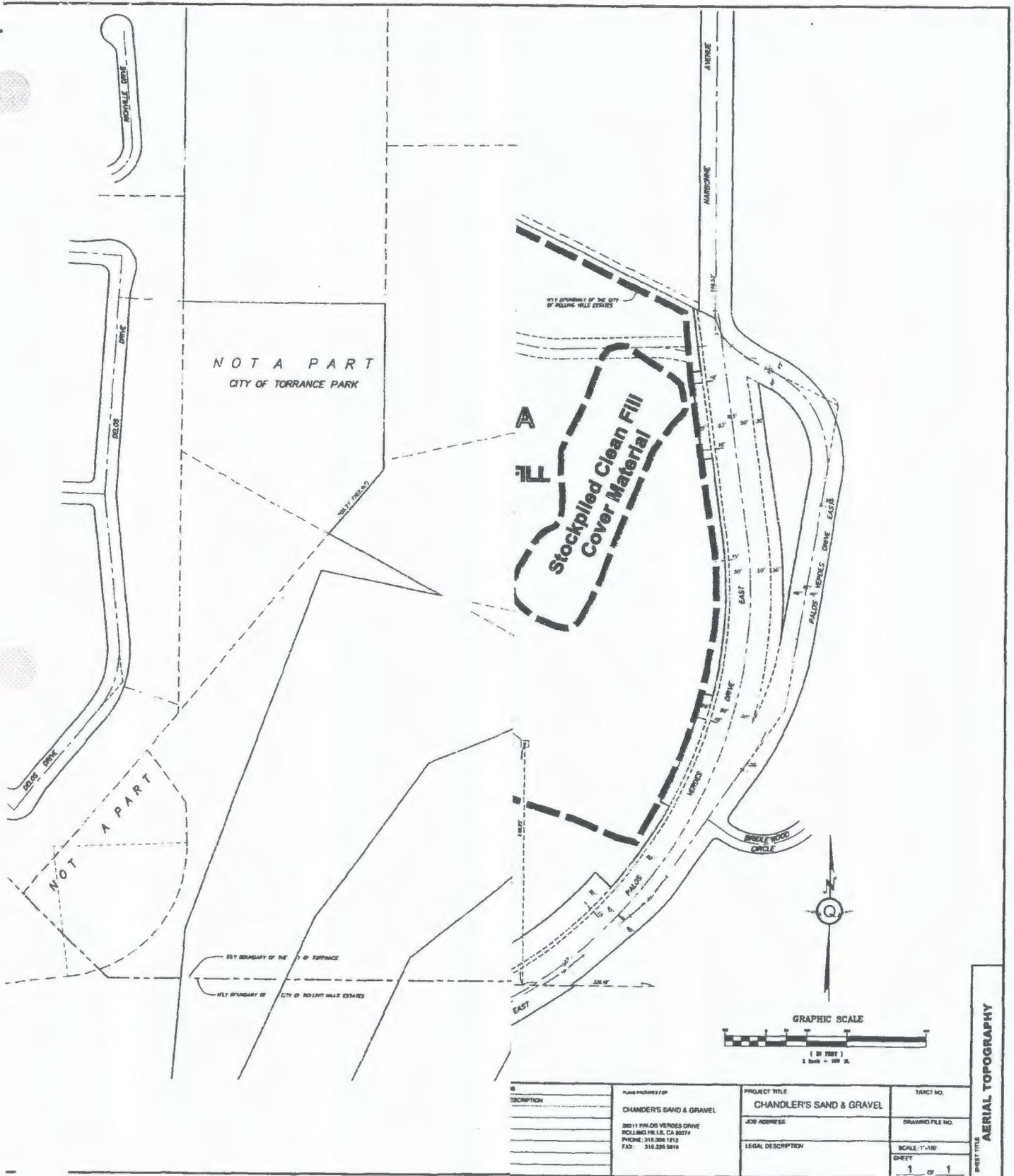


Figure 1

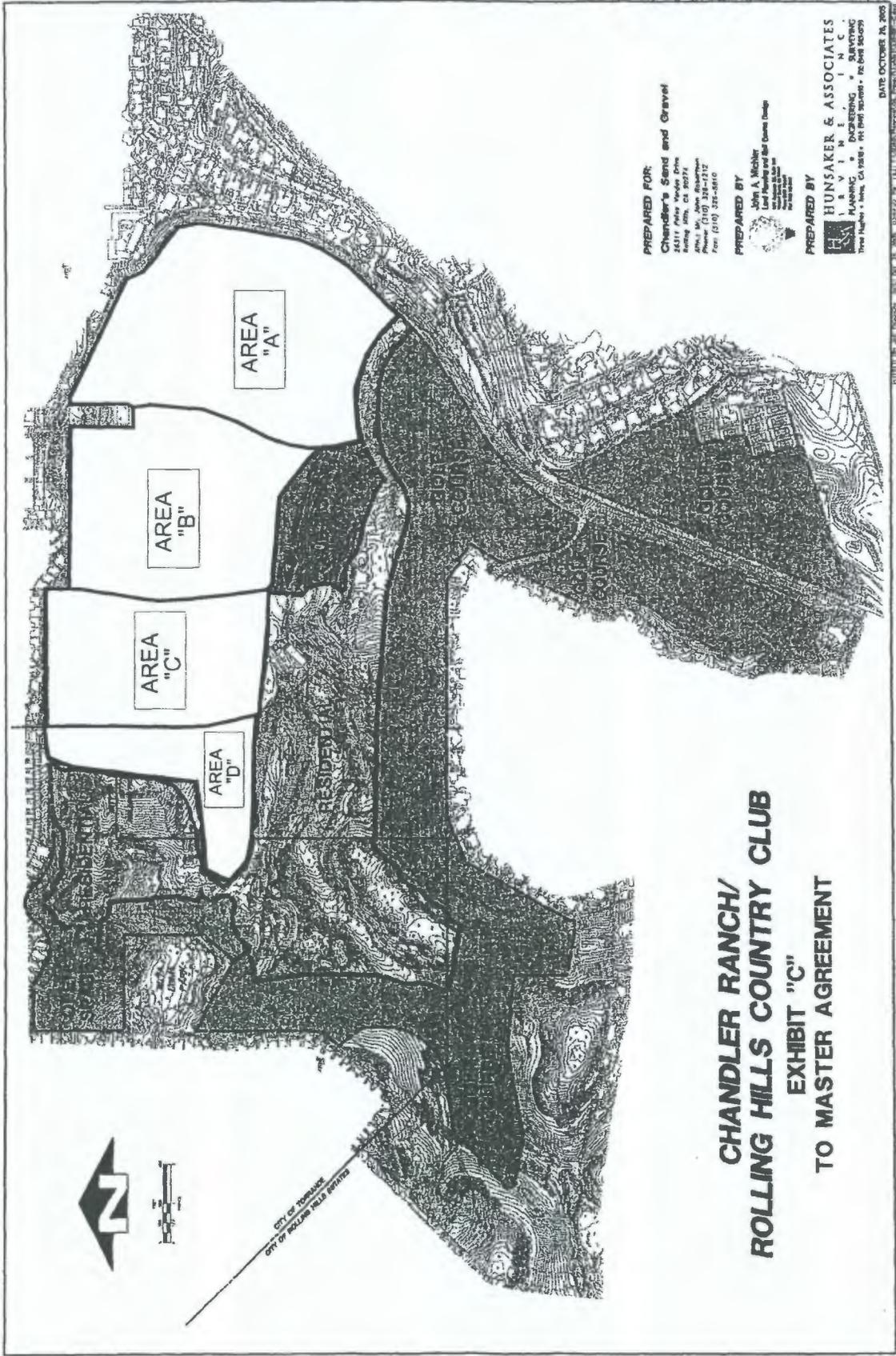
	NEBLETT & ASSOCIATES 4911 WARNER AVENUE, SUITE 218 HUNTINGTON BEACH, CA 92649 PHONE: (714) 840-8286 FAX: (714) 840-9796	
	PROJECT 371-000-03	DATE 7-31-07
REVISED 8-23-07		

**SUMMARY REPORT OF
GEOTECHNICAL OBSERVATIONS
CHANDLER'S PALOS VERDES SAND
& GRAVEL
26311 PALOS VERDES DRIVE EAST
ROLLING HILLS ESTATES,
CALIFORNIA**

**Project No. 371-004-07
June 30, 2006**

**Prepared For:
CHANDLER'S
26311 Palos Verdes Drive East
Rolling Hills, CA 90274**

**Prepared By:
NEBLETT & ASSOCIATES, INC.
4911 Warner Avenue, Suite 218
Huntington Beach, CA 92649**



PREPARED FOR:
 Chandler's Sand and Gravel
 24111 14th Street
 Rolling Hills, CA 90274
 Attn: L. M. John, Esquire
 Telephone: (310) 374-4112
 Fax: (310) 374-4810

PREPARED BY:
 John A. Nieblett
 Lead Planner and Site Design
 Planning & Design
 10000 Wilshire Blvd., Suite 1000
 Los Angeles, CA 90024
 Telephone: (310) 206-1100
 Fax: (310) 206-1101

PREPARED BY:
HUNSAKER & ASSOCIATES
ENGINEERS & ARCHITECTS
 10000 Wilshire Blvd., Suite 1000
 Los Angeles, CA 90024
 Telephone: (310) 206-1100
 Fax: (310) 206-1101

DATE: OCTOBER 24, 2006

FIGURE 1



NIEBLETT & ASSOCIATES
 4011 WARNER AVENUE, SUITE 218
 HUNTINGTON BEACH, CA 92649
 PHONE: (714) 840-8286 FAX: (714) 840-9796

PROJECT: 371-004-07 DATE: 8/30/06



Plate 1: Looking East, showing Areas A through D.

Geotechnical Observations

Area A

Area A consists of approximately 35 acres and covers the easternmost portion of this landfill. This area was previously in-filled prior to 2004 and no additional fill placements have occurred to date.

Area B

This area consists of approximately 29 acres and is located adjacent to and west of Area A. This area is the active portion of the current landfill operations, and is being filled with inert debris.

The upper portion of the rubble fill was placed in 2-3 feet thick lift blankets, watered as necessary and compacted by a D-8 dozer, rubber-tired earth moving equipment, truck traffic, and/or a tractor drawn 5x5 sheepsfoot-type tamper (See Plates 2 and 3). The current grade of this rubble fill is approximately 2 feet below proposed golf course elevation.



Plate 2: Inert Fill placement operations in south portion of Area B.



Plate 3: Inert Fill placement in northwest portion of Area B

During the early part of 2005, a considerable amount of clean, granular fill material was placed in the northeasterly portion of this area (See Plate 4). This clean fill was generally placed as a cover over the existing rubble fill, with current grades at or near the proposed finish grade. The thickness of this cover fill generally ranges from approximately 6 feet across the southern middle portion, to 30 feet across the northern and northeasterly portion).

The southerly portion of this area is currently being used as a storage area for recycled crushed concrete and miscellaneous base materials.



Plate 4: Import of clean silty sand in northeast portion of Area B

Area C

Inert rubble fill (comprised predominantly of concrete and masonry rubble, soil, rocks, asphalt concrete fragments and other inert materials) was placed within the lower portion of the remnant quarry and consists of the rubble piles of end-dumped and bulldozed material near the top of slope into the abandoned pit with an 824 and/or a rubber-tired loader (See Plates 5 and 6). The rubble fill slope face has an approximately 1:1 (horizontal to vertical) ratio and is estimated to be 60 feet in vertical height. To date, the filling operation has progressed westward approximately 100 feet.

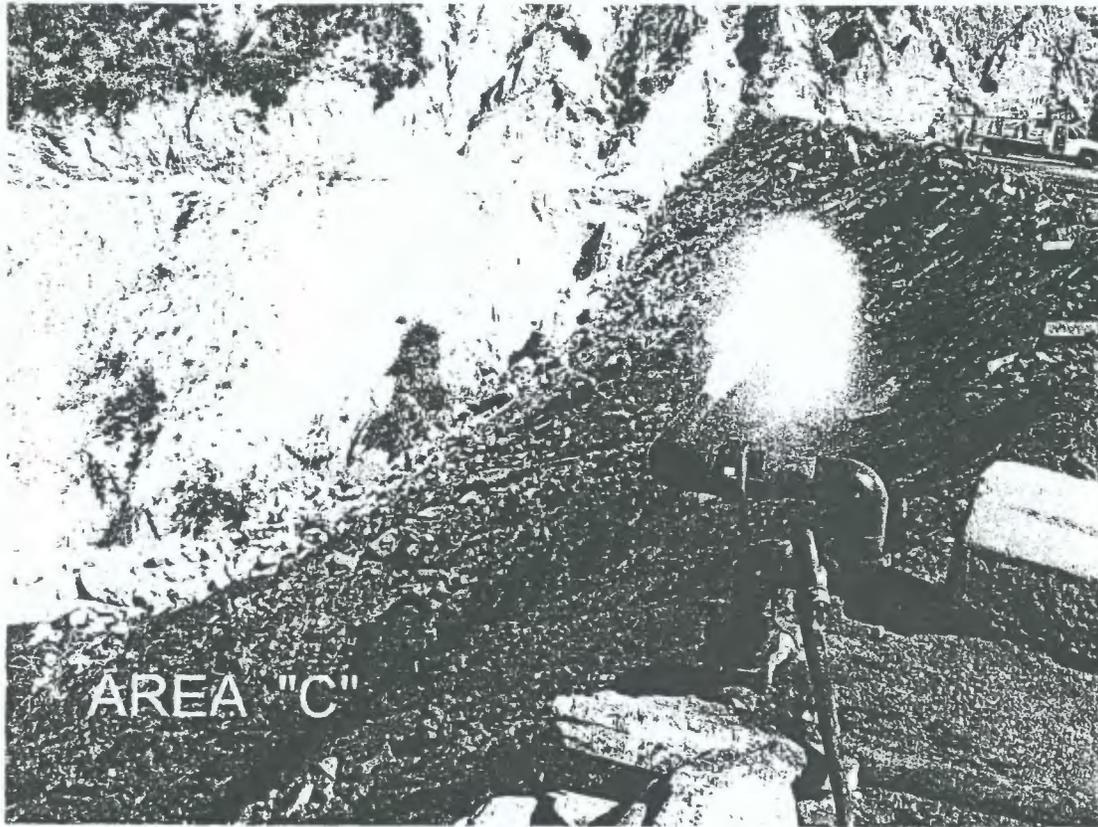


Plate 5: Moisture conditioning of west rubble face, Area C

During the infilling of this portion of the former quarry, water was periodically applied to the upper portion of the rubble slope using a water truck and/or a 4-inch water monitor system in order to wash fines into and around the segregated coarser accumulation of rubble at the bottom (see Plate 5).

A 6± feet high fill berm was constructed along the western limits of this area and defines the boundary of this rubble fill area and proposed engineered compacted fill area west of Area D. During the rainy season, this berm served to impound water drainage adjacent to the toe of the rubble fill slope.

It was noted that during and after the heavy rains of 2004-2005, numerous surface cracks occurred in some rubble fill areas due to water infiltration into the underlying rubble mass.

These displacements generally occurred near the westerly face of the inert fill. Some random vertical displacements up to $1/2\pm$ feet were noted at isolated locations in areas of impounded water. These areas were subsequently re-graded to accommodate vehicle traffic.

The southerly portion of this area is also currently being used as a storage area for recycled materials.

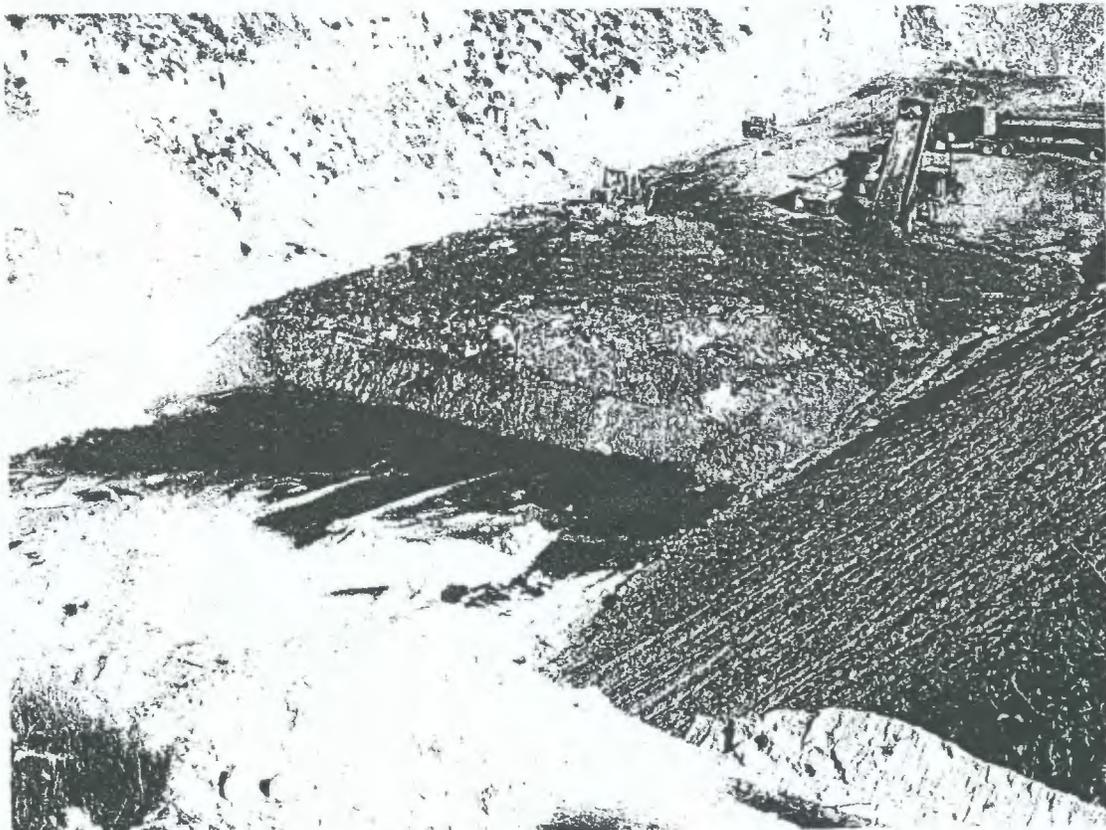


Plate 6: Westerly Area C, Inert Fill Operations.

Area D

As previously mentioned, Area D did not receive any fill throughout the observation period. Future plans call for Area D to receive compacted fill materials to support residential units in the western portion of the property. Since it is the lowest elevation portion of the property, this area is subjected to ponding during the winter months.

Settlement Monitoring Program

Settlement monuments were established across the landfill area by R.T. Quinn & Associates, and are monitored on a periodic basis. Based on the available survey data obtained at these monument locations, it is our opinion that settlement conditions are acceptable for the intended golf course usage. Current filling procedures should be maintained to achieve uniform results/performance for the balance of the inert fill materials.

Conclusions

Based on our field observations and testing, it is our opinion that the observed placement of the inert fill is in substantial compliance with the IDEFO Plan, meets the intent of California Code of Regulations, Title 14, Section 17388(1), and is acceptable to provide adequate support for the planned golf course at the subject site.

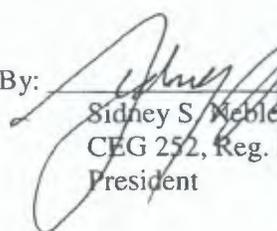
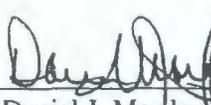
Chandler's
Summary Report of Geotechnical Observations
Chandler's Palos Verdes Sand & Gravel
26311 Palos Verdes Drive East
Rolling Hills Estates, California

June 30, 2006
Project No. 371-000-07
Page 9 of 10

Should you have any questions or need additional information, please contact the undersigned.

Sincerely,

NEBLETT & ASSOCIATES, INC.

By:   By:  

Sidney S. Neblett, P.E.
CEG 252, Reg. Expires 9/30/07
President

Daniel J. Morikawa, P.E.
RCE 49453, Reg. Expires 9/30/06
Senior Engineer

Attachments: List of References

Distribution: Addressee (4 copies)

File: 371-004-07 063006 Chandler's, Summary Report.doc

Chandler's
Summary Report of Geotechnical Observations
Chandler's Palos Verdes Sand & Gravel
26311 Palos Verdes Drive East
Rolling Hills Estates, California

June 30, 2006
Project No. 371-000-07
Page 10 of 10

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Neblett & Associates, Inc., IDEFO Compliance Statement, Proposed Golf Course within the Inert Landfill Area, Chandler's Sand & Gravel, Rolling Hills Estates, California, dated July 20, 2004, Project No. 371-000-01.

Justice & Associates

ATTACHMENT "C"

ENFORCEMENT AGENCY NOTIFICATION FORM

ENFORCEMENT AGENCY NOTIFICATION

Enforcement Agency	Los Angeles County Department of Public Works	Official Use Only
County	Los Angeles	SWIS Number
		Date Received

I. GENERAL INFORMATION

Operation Name	Chandler's Landfill						
Address	26311 Palos Verdes Drive East	City	Rolling Hills Estates	State	CA	Zip	90274
Phone	(310) 326-1212	Fax	(310) 326-5810				
Operator Name	Chandler's Palos Verdes Sand and Gravel Company						
Address	P.O. Box 295	City	Lomita	State	CA	Zip	90717
Phone	(310) 326-1212	Fax	(310) 326-5810				
Land Owner	Same as Above						
Address		City		State		Zip	
Phone		Fax					

II. OPERATION INFORMATION

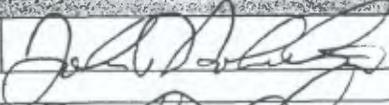
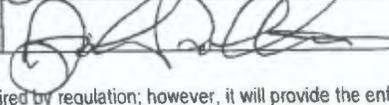
Authorizing Eligibility (State Section of 14 CCR Division 7, Chapter 3 or 3.1). See back for more details	Section 17388.3 (IDEFO)
Types(s) of Material Handled	Inert materials such as earth, rock, gravel, concrete, asphalt, paving fragments, glass plaster products (excluding plasterboard), brick, clay and clay products, inert plastics.
Volume of Waste/Material Handled	
Peak Loading	<input type="checkbox"/> Cubic Yards or <input checked="" type="checkbox"/> Tons
Annual Loading	500,000 <input type="checkbox"/> Cubic Yards or <input checked="" type="checkbox"/> Tons
Days and Hours of Operation	Monday - Friday, 8-5
Operation Acreage	86
Brief Description of the Operation	This facility is an unclassified inert waste unit. Raw materials are delivered to the site by trucks. The operation accepts material for fill placement in compliance with the definition of an IDEFO and the Regional Water Board's Waste Discharge Requirements.

III. DOCUMENTATION OF LOCAL NOTIFICATION (check one and submit with EA Notification)

<input type="checkbox"/>	Proof of Compliance with the California Environmental Quality Act (CEQA)
<input type="checkbox"/>	Correspondence from the local planning department that compliance with CEQA is not required for the operation to obtain local land use approval
<input checked="" type="checkbox"/>	Written notice to the local planning department of the operator's intent to commence operations

IV. OWNER/OPERATOR CERTIFICATION

I hereby certify under penalty of perjury that the information provided is true and accurate to the best of my knowledge and belief.

Signature of Land Owner		Date	3-25-04
Signature of Operator		Date	3-25-04

* Compliance of this form is not required by regulation; however, it will provide the enforcement agency with the information required by 14 CCR 18103.1.
 • A separate Notification is required for each eligible operation.



Chandler's

Palos Verdes Sand & Gravel Co.
Landfill & Construction Materials
ESTABLISHED SINCE 1934



February 20, 2004

City of Rolling Hills Estates
Department of Planning
4045 Palos Verdes Dr. North
Rolling Hills Estates, CA 90274

Attention: David Wahba
Planning Director

Subject: Chandler's Palos Verdes Sand & Gravel Co.'s Inert Landfill

Dear Mr. Wahba:

On February 24, 2004, the State Construction and Demolition Waste and Inert Debris (CDI) Phase II regulations become effective. The CDI Phase II regulations pertain to the disposal of inert material. Consequently, we are notifying you of our intent to commence an Inert Debris Engineered Fill Operations (IDEFO) as defined by Section 17388(l) of said regulations. Essentially, there will be no notable changes in our current operations, rather a change in the reference to our type of operation. In compliance with this regulation, we are submitting this notification to the City of Rolling Hills Estates and completing an Operations Plan for our facility at 26311 Palos Verdes Drive East. The Operations Plan and Notice of Intention to operate an IDEFO will be submitted to our Enforcement Agency, The Los Angeles County Department of Public Works.

If you have any questions, please call me at (310) 326-1212.

Sincerely,

John Robertson
Chandler's Palos Verdes Sand & Gravel Co.

cc: Doug Prichard - City of Rolling Hills Estates

P.O. Box 295 • Lomita • CA • 90717-0295

Phone: (310) 784-2900 • Street Address • 26311 Palos Verdes Drive East • Rolling Hills Estates • CA 90274 • Fax: (310) 326-5810

ATTACHMENT "D"

Justice & Associates

ATTACHMENT "D"
WEIGHMASTER FORM

Chandler's

Palos Verdes Sand & Gravel Co.
ESTABLISHED SINCE 1934

Remit to MAIN OFFICE: P.O. BOX 295 • LOMITA, CA 90717-0295
Phone: (310) 784-2900 • FAX: (310) 326-5810

77132

MATERIAL TRACKING CERTIFICATE/WEIGHMASTER TICKET

QUOTE NO.	CUST. NO. 8888889	JOB NO. 437	AREA 1	LOAD NO. 3	TIME 12:33:06	DATE 2/20/04	TICKET NO. 577132
SOLD TO PRE PAID (REDEEM GOLD TICKET) NO REFUND, SEMI							
TRUCK NO. SEMI	LICENSE	DRIVER NAME		COUNTY/CITY LA BAR	P.O. NO. CK 16773		
TYPE OF LOAD Non-Residential		TYPE OF FACILITY Commercial		LANDFILL INSPECTOR (if needed) Y		DISAPPROVE	
THIS TICKET	PRODUCT CODE	PRODUCT DESCRIPTION		UNITS	UNIT PRICE	EXTENSION	
1.00	30-5	DIRT		LD	75.00	75.00	
The undersigned certifies that to the best of his/her knowledge this load does not contain contaminants at levels that are hazardous or represent a significant threat to groundwater in the event a load is determined to be unacceptable the undersigned agrees to promptly remove the load from the facility.				El suscrito certifica bajo su mejor conocimiento que esta carga no contiene contaminantes sobre un nivel peligroso o que representan una amenaza significativa a las aguas subterranas. Si la carga se determina ser inaceptable, el suscrito acuerda de quitar rapidamente la carga del propiedad.			
Signature 				Print Name CALIFORNIA WASTE SERVICES LANDFILL OPERATOR LORENZ			

LANDFILL: 26311 Palos Verdes Dr. East, Rolling Hills Estates, CA 90274 • (310) 784-2905
Please Do Not mail to street address, use P.O. Box above.
ORIGINAL

ATTACHMENT "E"

ATTACHMENT "E"
RECORD OF EXCAVATIONS

Record of Excavations

Pursuant to State Minimum Standard 20510(b)

From: _____ Date: _____

To: _____

1. Date of Excavation: _____ Time: _____ am _____ pm
2. Amount of excavated material _____ tons/yd³
3. Location of excavation: _____
4. Type of material excavated: _____
5. Distance from nearest adjoining property: _____
6. Degree of slope: _____

7. Operator's name: _____
8. Remedial Action Required (if any): _____

9. Corrective action taken after incident to prevent similar occurrence: _____

10. Recommended additional corrective actions: _____

AGENCY NOTIFICATION			
Yes _____	No _____	Time: _____	By: _____

Job No. _____

ATTACHMENT "F"



Justice & Associates

ATTACHMENT "F"

DAILY LOG FORM

Daily Log Form

Pursuant to State Minimum Standard 20510(c)

Inspector Name: _____

Start Date: _____

Title: _____

Date	OBSERVATION INFORMATION										Comments	
	Fires	Landslides	Earthquake Damage	Unusual or Sudden Settlement	Injuries	Property Damage	Explosions	Flooding	Receipt or Rejection of Unpermitted Wastes			
	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	Yes <input type="checkbox"/> No <input type="checkbox"/>											
	Yes <input type="checkbox"/> No <input type="checkbox"/>											

Inspector Signature: _____

Date: _____

ATTACHMENT "G"

ATTACHMENT "G"
PERSONNEL TRAINING LOG



Justice & Associates

ATTACHMENT "H"
CONTACT INFORMATION



Justice & Associates

4 Outer Traffic Circle
Long Beach, CA 90804-2111
562.961.3494 Fax 562.961.3493

www.justiceassociates.com

1401 S. Arville St., Suite J
Las Vegas, NV 89102-0537
702.822.2111 Fax 702.822.2113

Emergency Contact List

Name	Title	Telephone Number	Address
John Robertson	V.P. – General Manager	(310) 784-2910	26311 Palos Verdes Drive East Rolling Hills Estates, CA 90274
Linden Robertson	Landfill Manager	(310) 784-2905	26311 Palos Verdes Drive East Rolling Hills Estates, CA 90274

ATTACHMENT "P"

ATTACHMENT "I"

CONTACT INFORMATION CORRESPONDENCE



Justice & Associates

COPY

Outer Traffic Circle
Los Angeles, CA 90804-2111
562.961.3494 Fax 562.961.3493

www.justiceassociates.com

1401 S. Arville St., Suite J
Las Vegas, NV 89102-0537
702.822.2111 Fax 702.822.2113

March 18, 2004

Los Angeles County Department
of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

Attention: Tatiana De Janon

Subject: Chandler's Sand & Gravel Co.'s Inert Debris Engineered Fill Operation

Dear Ms. De Janon:

Pursuant to the California Code of Regulations, Title 27, Division 2, Section 20615, Chandler's Palos Verdes Sand & Gravel is submitting the attached contact list for their inert debris engineered fill operation located at 26311 Palos Verdes Drive East, Rolling Hills Estates, CA.

Please call me with any questions at (562) 961-3494.

Sincerely,

G. Thomas Davis
Justice & Associates

cc: John Robertson, Chandler's Palos Verdes Sand & Gravel Co.
Pete Oda, Los Angeles County Department of Health Services, Solid Waste
Management Program
Station Captain, Los Angeles County Fire Department Fire Station #6



Justice & Associates

4 Outer Traffic Circle
Lombard Beach, CA 90804-2111
562.961.3494 Fax 562.961.3493

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1401 S. Arville St., Suite J
Las Vegas, NV 89102-0537
702.822.2111 Fax 702.822.2113

Emergency Contact List

Name	Title	Telephone Number	Address
John Robertson	V.P. - General Manager	(310) 784-2910	26311 Palos Verdes Drive East Rolling Hills Estates, CA 90274
Linden Robertson	Landfill Manager	(310) 784-2905	26311 Palos Verdes Drive East Rolling Hills Estates, CA 90274

ATTACHMENT "J"

ATTACHMENT "J"
EQUIPMENT LIST AND CAPACITY



Justice & Associates

Outer Traffic Circle
Long Beach, CA 90804-2111
562.961.3494 Fax 562.961.3493

www.justiceassociates.com

1401 S. Arville St., Suite J
Las Vegas, NV 89102-0537
702.822.2111 Fax 702.822.2113

Attachment "J"

Chandler's IDEFO Equipment List

Quantity	Brand	Model	Type	Capacity
1	Caterpillar	973	Trackdozer	
1	Dresser	TD-20	Trackdozer	
1	Caterpillar	824G	Wheeldozer	
1			Water Truck	
1			Street Sweeper	
1			Road Grader	

ATTACHMENT "K"

Justice & Associates

ATTACHMENT "K"
WASTE LOAD CHECKING PROGRAM

**SAMPLING AND
WASTE LOAD CHECKING PROGRAM**

**CHANDLER'S LANDFILL
ROLLING HILLS ESTATES, CALIFORNIA**

Prepared for:

Chandler's Landfill
26311 Palos Verdes Drive East
Rolling Hills Estates, California 90274

Prepared by:

GeoSyntec Consultants
2100 Main Street, Suite 150
Huntington Beach, California 92648
(714) 969-0800



May 2000

TABLE OF CONTENTS

	<u>Page</u>
1. INTRODUCTION	1
1.1 Terms of Reference	1
1.2 Overview	1
1.3 Report Organization	2
2. SAMPLING AND WASTE LOAD CHECKING PROGRAM	3
2.1 General	3
2.2 Signage	3
2.3 Load Checking Procedures Performed On Incoming Waste Loads	4
2.3.1 General	4
2.3.2 Inspections At Scale House	4
2.3.3 Inspections At Working Disposal Face	4
2.3.4 Computer Tracking System	5
2.4 Project Approval Form	6
2.5 Personnel Training	7
2.6 Periodic Random Chemical Testing	8
2.6.1 General	8
2.6.2 Sampling Procedures	8
2.6.3 Laboratory Analysis	10
2.6.4 Reporting	11
2.7 Fill Tracking Procedures	12
2.8 Sampling and Waste Load Checking Program Checklist	12
3. REFERENCES	13

TABLE OF CONTENTS (continued)

TABLE

2-1 Laboratory Analytical Requirements

FIGURES

1-1 Site Location

1-2 Site Map

APPENDICES

Appendix A - Sign - "No Hazardous Substances"

Appendix B - Weighmaster Ticket

Appendix C - Project Approval Form

Appendix D - Soil Sample Log

Appendix E - Chain-of-Custody Form

Appendix F - Checklist

1. INTRODUCTION

1.1 Terms of Reference

This report documents the sampling and waste load checking program for Chandler's Sand and Gravel Company (Chandler's Landfill). This document was prepared by GeoSyntec Consultants (GeoSyntec) for Chandler's Landfill in response to the State of California, Regional Water Quality Control Board, Los Angeles Region (RWQCB) Waste Discharge Requirements Order No. 2000-29 for Chandler's Landfill (File No. 66-55). This report was prepared by Ms. Lisa Van Tassell under the direction of Mr. Bradford Cooley, P.E. In accordance with GeoSyntec's internal review policy, this report was reviewed by Mr. Eric Smalstig, P.E.

1.2 Overview

Chandler's Landfill is located at 26311 Palos Verdes Drive East, Rolling Hills Estates, California (Figure 1-1). The landfill is bounded by residential areas and the Rolling Hills Country Club and Golf Course.

Chandler's Sand and Gravel Company began operating a landfill at the 110 acre site in 1966 (Figure 1-2). It is currently operated as an active landfill for inert solid waste material. The landfill previously operated under Waste Discharge Requirements (WDRs) contained in Order No. 88-100, adopted by the RWQCB on 26 September 1988. On 2 March 2000, the RWQCB issued Order No. 2000-29, which revised and amended certain terms and conditions of these WDRs. The purpose of this document is to present the sampling and waste load checking program for Chandler's Landfill as required by the revised WDRs adopted in Order No. 2000-29.

1.3 Report Organization

The remainder of this report is organized into two sections. Section 2 which contains information on the following subjects:

- signage;
- load checking procedures performed on incoming waste loads;

- training for landfill personnel;
- periodic random chemical testing; and
- improved fill tracking procedures.

Section 3 contains a bibliography of the reference materials used in preparing this report.

Figures, tables, and appendices are presented at the end of the report.

2. SAMPLING AND WASTE LOAD CHECKING PROGRAM

2.1 General

In accordance with Section C.5 of the revised WDRs, this section documents the sampling and waste load checking program that will be implemented at Chandler's Landfill.

2.2 Signage

Chandler's Landfill has installed four signs, one at the scale house and one at each of the three areas where waste loads are placed. The following text is written (in English and Spanish) on the signs:

= NOTICE =

NO HAZARDOUS SUBSTANCES

*If You Bring Hazardous Substances Into or Onto this Facility,
You May Be Subject to Civil and/or Criminal Penalties
(California Health and Safety Code Nos. 25189, 25189.5)*

*If You Have Any Questions, Please Contact the Scale House
Operator or Call (310) 784-2900*

These signs are approximately 4 by 6 feet in size and are located as shown on Figure 1-2. An example of form and substance of these signs is included in Appendix A.

2.3 Load Checking Procedures Performed On Incoming Waste Loads

2.3.1 **General**

Incoming waste loads to the landfill will be inspected and tracked as follows:

- inspect loads at the scale house facility;
- inspect loads at the working disposal face; and
- use the landfill's computer tracking system to record pertinent information and to issue a weighmaster ticket.

2.3.2 **Inspections At Scale House**

Incoming waste loads will be inspected by trained personnel using video surveillance equipment at the scale house facility. Landfill personnel will examine waste loads for unusual vapors, odors, liquids, stains, and suspicious objects that may contain hazardous or other unacceptable materials. Suspicious objects include, but are not limited to, containers, drums, trash bags, tires, or red bags (infectious waste). If the incoming waste is found to be unacceptable following the scale house inspection, the load will be rejected. The driver of the rejected load will be informed of the situation, and then told to exit and remove the waste load from the facility.

2.3.3 **Inspections At Working Disposal Face**

Incoming waste loads will also be inspected by trained personnel at the working disposal face. For this second inspection, landfill personnel will examine the waste loads for the presence of unusual vapors, odors, liquids, stains, and suspicious objects that may contain hazardous or other unacceptable materials. If a waste load is found to be unacceptable, the material will be loaded back onto the truck that brought it to the facility or, if that truck no longer is present, the material will be set aside and placed in a secure area awaiting proper disposal. The party responsible for the waste

The weighmaster ticket also will include load and ticket numbers, and the date and time. A copy of the proposed weighmaster ticket is included in Appendix B. Original copies of the completed and signed tickets will be archived at the landfill for five (5) years.

2.4 Project Approval Form

The responsible party (i.e., generator, owner, contractor) shall submit an approval form to Chandler's Landfill for any project where the volume of soil disposed: (i) is anticipated by the responsible party to exceed 750 cubic yards; or (ii) though not anticipated by the responsible party to exceed 750 cubic yards, ultimately is determined by Chandler's Landfill to exceed such an amount. A copy of the proposed project approval form is included in Appendix C.

The responsible party shall provide the following information on this form:

- name and address of responsible party (individual and company);
- address of waste source;
- type of source material (residential or non-residential);
- estimated quantity (volume);
- known chemical analysis of the source;
- known Phase I and/or Phase II Environmental Site Assessment(s) of the site of the source; and
- anticipated delivery date(s).

As part of this project approval form, the responsible party will be required to sign an acknowledgment stating that to the "best of his or her knowledge hazardous levels of contaminants do not exist in the waste". Based on the information supplied by the responsible party, landfill personnel will evaluate whether to accept or reject the

waste source for disposal in Chandler's Landfill. If the waste source is accepted for disposal, landfill personnel will record the following on the project approval form:

- approval number;
- authorized signature of landfill personnel; and
- date of approval.

The approval number will be recorded on each weighmaster ticket, which then will be used to keep track of where the waste is disposed. Original copies of the completed and signed approval forms will be archived at the landfill for five (5) years.

2.5 Personnel Training

All current and new landfill personnel working at the scale house and the disposal face will be provided with the "First Responder - Operation Level" 16-hour training recognized by the California Office of Emergency Services. The First Responder training at the operations level meets OSHA requirements under 29 CFR 1910.120 and the California Code of Regulations (CCR) Title 8, Section 5192. With this training, landfill personnel will be better able to recognize and respond to any incident involving unacceptable materials that may enter the landfill. Copies of the certificates documenting the personnel training will be archived at the landfill for five (5) years.

2.6 Periodic Random Chemical Testing

2.6.1 General

The following section summarizes the sampling procedures, laboratory chemical analysis, and reporting criteria for the periodic random chemical testing program at Chandler's Landfill. The periodic random chemical testing will be performed on one potential soil source per month.

2.6.2 Sampling Procedures

The sampling procedures outlined in this section were developed to obtain laboratory results that reflect the concentration or distribution of chemical constituents within a potential incoming waste load. The sampling plan, collection techniques, and handling procedures were derived from sampling protocols developed by the United States Environmental Protection Agency (USEPA) and by the American Society for Testing and Materials (ASTM). These references are included at the end of this report.

During each month, landfill personnel will identify one potential incoming soil source for that month. A soil sample from the identified source will be collected off-site at the source. Sampling off-site will allow landfill personnel to: (i) evaluate a source of soil, rather than merely one truck load of soil for acceptability; and (ii) reject an unacceptable source before soil from that source is transported through the community and brought to the landfill.

For each sampling event, landfill personnel will provide a written soil sample log of their sampling activities. A copy of the proposed soil sample log is included in Appendix D. The soil sample log will include the following:

- name and signature of the Chandler's Landfill personnel performing the sampling;
- name and address of the customer (i.e., owner, generator, contractor);
- address of the site;
- date and time of sample collection;
- description of the waste source (residential or non-residential, and if non-residential, the type); and
- description of sampling location within the source stockpile.

At the source, landfill personnel will collect one soil sample from the potential waste source. Landfill personnel will use a shovel to remove at least six inches from the surface of the waste source prior to collecting a sample. A stainless steel scoop, plastic spoon, or trowl will be used to remove a thin layer of soil from the area which came in to contact with the shovel. Sampling equipment will be decontaminated before and after each sampling event to reduce the risk of cross-contamination from one sample to another. Decontamination will consist of washing and scrubbing in an Alconox solution or equal, and then double rinsing with deionized water.

Landfill personnel will collect one grab sample (approximately 300 grams of soil) with a decontaminated trowl. The sample will be placed into a plastic or other appropriate container. It will be mixed thoroughly for the purpose of obtaining a homogenous sample that is representative of the sampling interval. A portion of the sample will be transferred to an 8 ounce glass sampling jar with a Teflon™ lined lid. The jar and lid may be supplied by the state certified laboratory performing the chemical analysis. The sample jar will be labeled by landfill personnel with the following:

- sample location;
- sample identification number;
- date of sample collection;
- time of sample collection;
- required laboratory analysis; and
- initials of the landfill personnel collecting the sample.

The sample jar will be placed in a properly insulated cooler for transport. The sample will be transported to a laboratory certified by the California Department of Health Services (CDHS). Standard chain-of-custody procedures will be used. A copy of a typical chain-of-custody form is included in Appendix E.

Soil sample logs and the completed chain-of-custody forms will be archived at the landfill for five (5) years following each sampling event.

2.6.3 Laboratory Analysis

The soil sample will be submitted to a state-certified laboratory for chemical analysis. Chemical analysis will be performed to evaluate specific soluble constituents of the soil sample. In evaluating soluble constituents of a soil sample, an extract solution will be prepared. The extract solution will be prepared using the California Waste Extraction Test (WET) in accordance with the Waste Discharge Requirements Order No. 2000-29. WET procedures are described in CCR Title 22, Division 4.5, Section 66261.126, Appendix II. The extract will be analyzed for the following specific soluble constituents:

- CCR Title 22 metals;
- pesticides (EPA method 8081A); and
- polychlorinated biphenyls (PCBs) (EPA method 8082)

Table 2-1 contains list of the chemical constituents for which the extract solution will be analyzed during each sampling event.

The samples will be analyzed using standard procedures specified in the quality assurance/quality control (QA/QC) plan of the state-certified laboratory.

2.6.4 Reporting

The laboratory will report the numeric results for each of the chemical constituents listed in Table 2-1. These results will be compared to the Soluble Threshold Limit Concentration (STLC) as defined in CCR Title 22. The analyzed soil source is unacceptable ("fail") for disposal in the landfill if the concentration for one of the chemical constituents in Table 2-1 is greater than its respective STLC value. The STLC values for the chemical constituents are included in Table 2-1.

The results from the monthly sampling events will be included in the quarterly monitoring reports submitted to the RWQCB. The results will include the following:

- analytical test results;
- laboratory's QA/QC report; and
- completed and signed chain-of-custody forms.

2.7 Fill Tracking Procedures

For each day, landfill personnel will document the total quantity (number of loads and volume) of material disposed in each of the fill areas of the landfill and the fill method used to dispose of the material in each of the fill areas. On an annual basis, the landfill will have a surveyor, licensed in the State of California, prepare a topographic survey of the disposal fill areas. The results of the survey will be included in the annual monitoring report submitted to the RWQCB. The topographic survey will include boundaries, elevations, and permanent monuments for the disposal fill areas.

2.8 Sampling and Waste Load Checking Program Checklist

A checklist summarizing the sampling and waste load checking program is included in Appendix F. The checklist summarizes the requirements, frequency of requirements, and notes associated with the requirements.

3. REFERENCES

American Society for Testing and Materials (ASTM), Standard Guide for Investigating and Sampling Soil and Rock, ASTM Standard D420-87, June 1987.

California Regional Water Quality Control Board, Los Angeles Region (CRWQCB), Waste Discharge Requirements - Chandler's Landfill, Rolling Hills Estates, California, Order No. 88-100, September 1988.

California Regional Water Quality Control Board, Los Angeles Region (CRWQCB), Waste Discharge Requirements - Chandler's Landfill, Rolling Hills Estates, California, Order No. 2000-29, March 2000.

United States Environmental Protection Agency (USEPA), Description and Sampling of Contaminated - A Field Pocket Guide, EPA/625/12-91/002, November 1991.

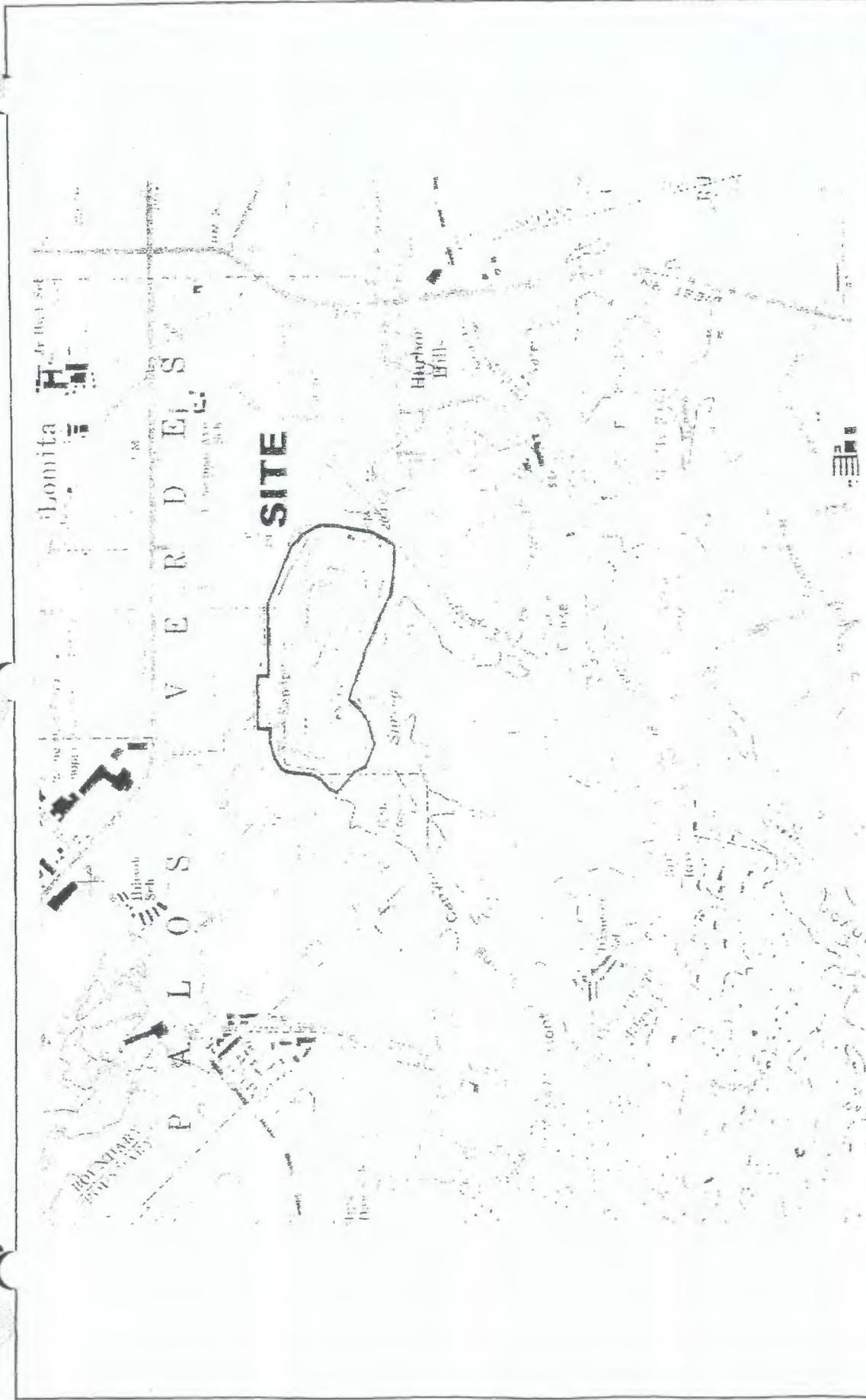
United States Environmental Protection Agency (USEPA), Subsurface Characterization and Monitoring Techniques - A Desk Reference Guide, May 1993.

United States Environmental Protection Agency (USEPA), Field Sampling and Analysis Technologies Matrix and Reference Guide, EPA/542/B-98/002, March 1998.

United States Environmental Protection Agency (USEPA), Office of Solid Waste, Test Methods for Evaluating Solid Waste Physical/Chemical Methods, SW-846, December 1996.

California Code of Regulations (CCR), Regulations of the State Water Resources Control Board and the Regional Water Quality Control Boards, Title 22, Division 4.5: Environmental Health Standards for the Management of Hazardous Waste, May 1991.

FIGURES



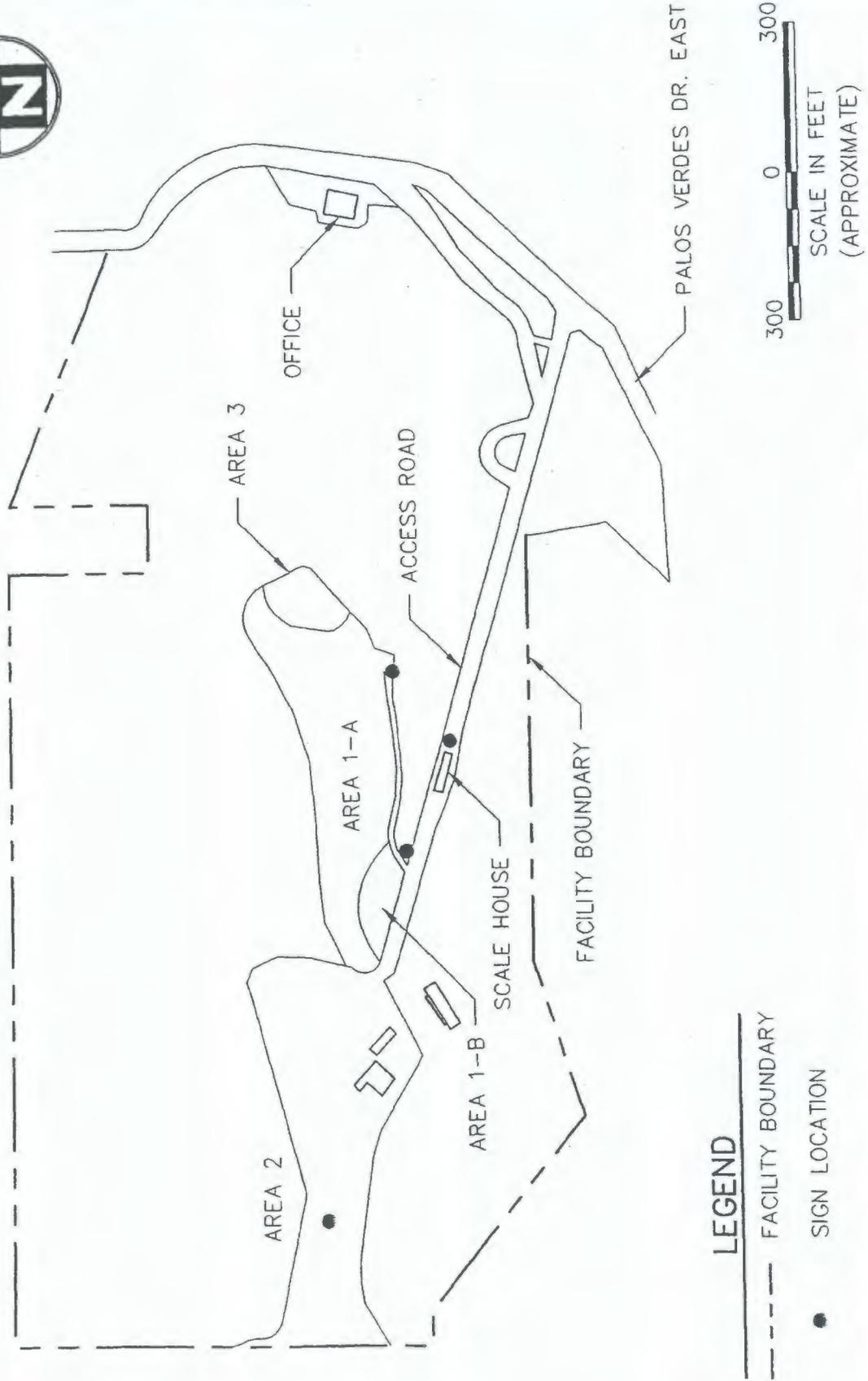
GEOSYNTEC CONSULTANTS

SITE LOCATION
 CHANDLER'S LANDFILL
 ROLLING HILLS ESTATES

FIGURE NO. 1-1

PROJECT NO. HQ0368-01

DATE: 17 April 2000



LEGEND

--- FACILITY BOUNDARY

● SIGN LOCATION

ADAPTED FROM JUSTICE AND ASSOCIATES, 13 SEPTEMBER 1999

GEO SYNTEC CONSULTANTS

SITE MAP
CHANDLERS LANDFILL
ROLLING HILLS ESTATES, CALIFORNIA

FIGURE NO. 1-2
PROJECT NO. HQ0368-01
DATE: 5 APR 2000

APPENDIX A

SIGN - "NO HAZARDOUS SUBSTANCES"

NOTICE

AVISO

NO HAZARDOUS SUBSTANCES

If you bring Hazardous Substances
Into or Onto this Facility, You May
Be Subject to Civil and/or
Criminal Penalties
(California Health and Safety Code
Nos. 25189, 25189.5)

If You Have any Questions, Please
Contact the Scalehouse Operator or
Call (310) 784-2900.

SE PROHIBEN MATERIALES PELIGROSOS

Si Usted Transporta y Deposita
Materiales Peligrosos en Esta
Propiedad, Usted Podria ser
Procesado Civil y/o Criminallymente
(Bajo el Codigo de Salud y Seguridad
de California N° 25189 y 25189.5)

Si Tiene Alguna Pregunta, Por Favor
Llame al Operador al
(310) 784-2900.

APPENDIX B
WEIGHMASTER TICKET

MATERIAL TRACKING CERTIFICATE/WEIGHMASTER TICKET

Chandler's
Palos Verdes Sand & Gravel Co.
 ESTABLISHED SINCE 1934

CONTROL NO.

MAIN OFFICE P.O. BOX 295 Lomita, CA 90717-0295 (310) 784-2900 Fax (310) 326-5810	LANDFILL 26311 Palos Verdes Drive East Rolling Hills Estates, CA 90274 (310) 784-2905 Fax (310) 326-4760
---	---

QUOTE NO.	CUST. NO.	JOB NO.	AREA	LOAD NO.	TIME	DATE	TICKET NO
SOLD TO				POINT OF ORIGIN			
TRUCK NO.	LICENSE	DRIVER NAME	COUNTY/CITY		P.O. NO.		
TYPE OF LOAD		TYPE OF FACILITY	LANDFILL INSPECTOR (If needed)		APPROVED	DISAPPROVED	
THIS TICKET	PRODUCT CODE	PRODUCT DESCRIPTION			UNITS	UNIT PRICE	EXTENSION
The undersigned certifies that to the best of his/her knowledge this load does not contain contaminants at levels that are hazardous or represent a significant threat to groundwater. In the event a load is determined to be unacceptable, the undersigned agrees to promptly remove the load from the facility.			El suscrito certifica bajo su mejor reconocimiento que ésta carga no contiene contaminantes sobre un nivel peligroso o que representan una amenaza significativa a las aguas subterráneas. Si la carga se determina ser inaceptable, el suscrito acuerda de quitar rápidamente la carga del propiedad.			TAX %	
						SUB TOTAL	
						PREV. BAL	
						TOTAL	
						LANDFILL OPERATOR	

SIGNATURE

PRINT NAME

ORIGINAL

APPENDIX C

PROJECT

APPROVAL FORM

Project Approval Form
Chandler's
Palos Verdes Sand & Gravel Co.
Landfill & Construction Materials
ESTABLISHED SINCE 1934

Quote No. _____ Job No. _____ P.O. No. _____

Name of Customer _____
 Site address _____
 Phone number _____

Material source (check one): Residential Non-residential
 Type of Non-residential Operation _____
 Estimated Quantity of Material _____
 Anticipated Delivery Date(s) _____

Has chemical analysis been performed on Material (circle one): Yes No
 If "Yes," please attach the analysis to this Quote Form.
 Has a Phase 1 or Phase 2 been performed for this site (circle one): Yes No
 If "Yes," please attach the Phase 1 and/or Phase 2 Report(s) to this Quote Form.

Special Price	On Account	C.O.D.
Semi	_____	_____
10 Wheel	_____	_____
Bobtail	_____	_____
Flatbed/Super Duty	_____	_____
Pickup	_____	_____

Thank you for the opportunity to quote your company. This quote is for this job only. Correspondence regarding this job must have the Job No. or Quote No. to receive this price. This quote is good for 60 days from date of quote. The signing of this document signifies acceptance of the price and a certification by the undersigned that, to the best of his/her knowledge, hazardous levels of contaminants do not exist in the material. In the event any material is determined to be unacceptable the undersigned agrees to promptly remove that material from the facility. When setting up the job, allow one day to process paperwork.

Authorized Customer Signature _____ Date _____
 Name (please print) _____ Title _____

FOR CHANDLER'S USE ONLY

Material: Accepted Rejected
 Approval No. (Quote No.): _____
 Chandler's Authorized
 Signature: _____ Date: _____
 Name (Please Print) _____
 Title: _____

APPENDIX D
SOIL SAMPLE LOG

Chandler's
Palos Verdes Sand & Gravel Co.
Landfill & Construction Materials
ESTABLISHED SINCE 1934

SOIL SAMPLE LOG

Name and Address of Customer: _____

Date of Sampling _____
Time of Sampling _____
Sample ID (Quote No.) _____

Address of Source: _____

Description of Waste Source Type:
 Residential
 Non-Residential
Type of Non-Residential _____

Description of Sample Location on Site: _____

Additional Notes: _____

Signature: _____

Print Name: _____

APPENDIX E
CHAIN-OF-CUSTODY FORM

Date _____

Page _____ of _____

LABORATORY CLIENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TEL: _____ FAX: _____ E-MAIL: _____

CLIENT PROJECT NAME / NUMBER: _____

PROJECT CONTACT: _____

P.O. NO.: _____

QUOTE NO.: _____

SAMPLER(S): (SIGNATURE) _____

LAB USE ONLY

REQUESTED ANALYSES

LAB USE ONLY	SAMPLE ID	LOCATION/DESCRIPTION	SAMPLING		MATRIX	NO. OF CONT.
			DATE	TIME		
	TPH (G)					
	TPH (D) (O)					
	BTEX / MTBE (8021B)					
	HALOCARBONS (8021B)					
	VOCs (8260B)					
	SVOCs (8270C)					
	PEST (8081A)					
	PCBs (8082)					
	EDB / DBCP (504.1) or (8011)					
	CAC, T22 METALS (6010B)					
	ICP/MS METALS (6020)					
	PNAs (8310)					
	VOCs (T0-14A) or (T0-15)					
	CH ₄ / TGNM0 (25.1)					
	FIXED GASES (25.1) or (D1946)					

Relinquished by: (Signature) _____ Date: _____ Time: _____

Relinquished by: (Signature) _____ Date: _____ Time: _____

Relinquished by: (Signature) _____ Date: _____ Time: _____

DISTRIBUTION: White with final report, Green to File, Yellow and Pink to Client.

APPENDIX F

**CHECKLIST - SAMPLING AND WASTE LOAD
CHECKING PROGRAM**

**CHECKLIST - SAMPLING AND WASTE LOAD CHECKING PROGRAM
CHANDLER'S LANDFILL
ROLLING HILLS ESTATES, CALIFORNIA**

PROGRAM SECTION	PROGRAM REQUIREMENTS	FREQUENCY	NOTES
2.2	Signage	Install 4 signs	Provide maintenance as needed.
2.3	<p>Load Checking Procedures Performed on Incoming Waste Loads:</p> <ol style="list-style-type: none"> 1. Inspections at Scale House 2. Inspections at Working Face 3. Computer Tracking System 	<ol style="list-style-type: none"> 1. Per Load 2. Per Load 3. Per Load 	<ul style="list-style-type: none"> • Issue Weighmaster Ticket • Archive on-site for 5 years.
2.4	Project Approval Form	Sources > 750 Cubic Yards	Archive on-site for up to 5 years.
2.5	<p>Personnel Training</p> <ol style="list-style-type: none"> 1. 16-hour "First Responder" Training 	<ol style="list-style-type: none"> 1. New and current employees 	<ul style="list-style-type: none"> • Archive training certificates on-site for 5 years.
2.6	<p>Periodic Random Chemical Testing:</p> <ol style="list-style-type: none"> 1. Sampling Procedures and Laboratory Analysis 2. Reporting 	<ol style="list-style-type: none"> 1. One sample per month from 1 source 2. Quarterly 	<ul style="list-style-type: none"> • Complete soil sample log and chain-of-custody form. • Analyze soluble constituents for metals, pesticides, and PCBs.
2.7	<p>Improved Fill Tracking Procedures:</p> <ol style="list-style-type: none"> 1. Document daily quantity of material disposed 2. Document fill area and fill method 3. Topographic Survey 	<ol style="list-style-type: none"> 1. Daily 2. Daily 3. Annually 	<ul style="list-style-type: none"> • Total number of loads and total estimated volume. Archive on-site for 5 years. • Fill on the deck or push over the edge. Archive on-site for 5 years. • Included in the annual monitoring report.

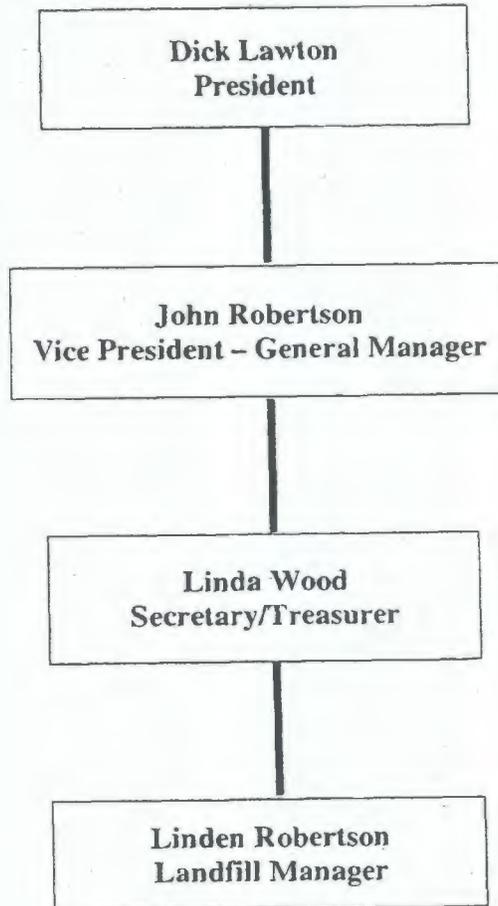
Note: (1) This table provides summary guidance related to the sampling and waste load checking program. For details, see Sampling and Waste Load Checking Program [GeoSyntec, April 2000].

ATTACHMENT "L"

Justice & Associates

ATTACHMENT "L"

RESUME OF MANAGEMENT ORGANIZATION



ATTACHMENT "M"

ATTACHMENT "M"
INJURY AND ILLNESS PREVENTION PLAN

Chandler's

**Inert Solid Land Fill
Sand, Gravel, CMB, Construction Materials
Lomita, California**

Injury and Illness Prevention Program

Revised February 2004

TABLE OF CONTENTS

SECTION I	RESPONSIBILITY
SECTION II	EMPLOYEE COMPLIANCE
SECTION III	COMMUNICATIONS
SECTION IV	IDENTIFYING AND EVALUATING WORKPLACE HAZARDS
SECTION V	CORRECTING CONDITIONS, PRACTICES & UNSAFE ACTS
SECTION VI	ACCIDENT / INJURY INVESTIGATIONS
SECTION VII	EMPLOYEE TRAINING
SECTION VIII	EMERGENCY PREPAREDNESS
SECTION IX	FIRE PREVENTION
SECTION X	HAZARDOUS MATERIALS
SECTION XI	LOCKOUT & TAGOUT
SECTION XII	PERSONAL PROTECTIVE EQUIPMENT
SECTION XIII	RESPIRATORY PROTECTION
SECTION XIV	IIPP FORMS
SECTION XV	BUSINESS EMERGENCY PLAN & HAZCOM POLICIES

RESPONSIBILITY

Section I

SAFETY POLICY:

It is CHANDLER'S PALOS VERDES philosophy that the safety and health of its employees is a prime consideration in every phase of its operations. The reasons are twofold: First and most important, is a natural concern for the human values of life, health and physical well being. Second is the recognition that good safety and health practices are necessary to an efficient operation.

Therefore it is the policy of CHANDLER'S PALOS VERDES to provide, maintain and improve insofar as possible, safe and healthful working conditions at all its facilities and offices; to instill in everyone safe working habits and attitudes; and to provide training, rules and discipline to ensure safe work practices on the job. In all instances, it is the goal to have CHANDLER'S PALOS VERDES' safety standards meet or exceed legal requirements

INDIVIDUAL RESPONSIBILITIES:

Overall Responsibility and Authority for Safety

The overall responsibility for safety in the workplace at CHANDLER'S PALOS VERDES is that of

Name

Title

Front Line: General Responsibilities

It will be the responsibility of each area/department supervisor to:

1. Be sure that the workplace is free of safety and health hazards.
2. To conduct periodic inspections.
3. To observe and correct work behavior in the work place.
4. To conduct periodic safety meetings.
5. To conduct accident investigations.
6. To ensure fire fighting equipment is in proper working order.
7. To respond to employee suggestions and complaints with regard to safety items.

8. To conduct any necessary safety training and/or make sure that the proper safety training is conducted by competent personnel.
9. To ensure that all personnel have the proper personal protective equipment needed for specific jobs and that the equipment is used properly.
10. To ensure that all tools and equipment are in safe working order and to take the necessary action to correct those items that need attention.

Employee Safety Responsibility

All CHANDLER'S PALOS VERDES employees are expected to:

1. Follow all safety rules and procedures.
2. Participate in all safety activities.
3. Conduct themselves in a safe manner at all times while on company property or assignments.
4. Report to their supervisor without fear of reprisal any and all safety hazards they may find in the workplace.
5. Assist in helping their fellow worker out when it is noticed that a worker may need Assistance to safely conduct a work task or
6. Helping correct the unsafe work practices of a fellow worker to preclude them from being injured.

EMPLOYEE COMPLIANCE

Section II

It is the policy that all employees will comply with all Safety and Health policies, practices and procedures at **CHANDLER'S PALOS VERDES** from time to time it is understood that employees may not always follow the correct policies, practices and procedures.

When this situation occurs, it will be the responsibility of the front line supervisor in charge to take corrective action. The corrective action taken will be in keeping with the collective bargaining agreement. It will be determined by the safety infraction, the gravity of the infraction in terms of negligence on the part of the involved employee, the probability and the severity of the injury or illness that could have been incurred and the numbers of personnel affected by the unsafe act.

Though we traditionally have had a four step disciplinary procedure at **CHANDLER'S PALOS VERDES**, we reserve the right to go immediately to any step (numbers 1 through 4) at any time depending on the variables of the situation as outlined in the preceding paragraph.

Our general disciplinary procedure for safety infractions is as follows:

- Step #1 Verbal warning with written documentation in the file to document the discussion.
- Step #2 Written warning with documentation in the file to explain the situation and action taken.
- Step #3 Suspension without pay of which length of time is to be determined by the serious nature of the infraction. Written documentation will be provided in the personnel file to explain the situation.
- Step #4 Termination with documentation to explain the situation.

Disciplinary procedures apply equally to all personnel in the workplace from hourly to management personnel.

All personnel at **CHANDLER'S PALOS VERDES** are expected to conduct themselves in a safe manner at all times.

COMMUNICATIONS

Section III

All personnel at **CHANDLER'S PALOS VERDES** are encouraged to participate in the safety program. In an effort to communicate safety program information and materials to all employees, we at **CHANDLER'S PALOS VERDES**:

1. Communication to our employees may include memos distributed, paycheck stuffers and postings on the employee bulletin board.
2. Conduct tailgate meetings at least once every 10 days.
3. Conduct meetings when items of importance or new practices, processes, procedures and/or materials are introduced into the workplace.
4. Understand that communications is a two way process. All personnel are encouraged at anytime to alert their immediate supervisor of any hazards in the workplace without fear of reprisal.
5. Provide training sessions to all employees on work tasks and procedures always keeping safety items and issues in the forefront of the training exercise.
6. Recognize that as situations present themselves other written materials may be distributed to employees to enhance communications or verbal and/or audiovisual materials may be presented to further communications efforts.

IDENTIFYING AND EVALUATING WORKPLACE HAZARDS

Section IV

At CHANDLER'S PALOS VERDES we are very concerned about the condition of the workplace with regard to safety as well as the condition and activities of the individual worker and how they affect the safety of the workplace. Because of this concern, we conduct regular workplace inspections that consist of evaluating facilities, mobile equipment as well as the individual worker and how they perform in the workplace setting with regard to safety.

Employees are encouraged to continually review and assess the workplace in general as well as their specific areas for hazardous exposures that may affect their health and safety. They are required to report these situations immediately.

Front line supervision is responsible for conducting informal daily inspections every time they are present in the work area. They are also responsible for monitoring the work habits of individual employees and correcting any unsafe work process or procedures that they witness during their monitoring procedure.

Once a quarter, a combination hourly/supervisory team is required to walk through the work area with the primary goal of conducting a worksite safety inspection that is documented, reviewed by upper management and subsequently retained within the company inspection files for a minimum of one (1) year. All items noted on the inspection activity are corrected on a timely basis. If any items are found that are immediately dangerous to life and health (IDLH) of any employee, these items will be corrected immediately and the affected personnel (if any) will be withdrawn from the work area until the problem has been abated. Only personnel with the knowledge, skills and proper equipment and tools will be allowed into the IDLH area. Routine items found which do not present IDLH situations will be corrected on a timely basis, generally 3-6 days, but no later than 15 days from their date of discovery.

Any hazard noted that may have presented a concealed danger to any employee will be communicated to that employee in writing and corrected within 15 days. If not corrected within 15 days, it will be reported to Cal OSHA or the appropriate agency at once and will be handled as any other IDLH hazard as noted in the previous paragraph.

Monthly fire equipment inspections will be conducted. Documentation of the inspections will be provided to management and will be maintained for a minimum of one (1) year.

Each piece of mobile equipment is inspected by the equipment operator prior to use of the equipment for that shift. Defects that affect the safe operation of the equipment will be repaired prior to use. Pre-trip inspections of vehicles will be documented and maintained for one (1) year.

Other inspections will be conducted as mandated by regulatory requirements. These "specialty" inspections will include if applicable, pressure vessels including air receivers and boilers, cranes, liquid propane tanks, etc. Documentation of the inspection activities will be maintained for the minimum time required by the regulating agency but never less than one (1) year.

On a random basis, either quarterly or semiannually, outside safety consultants from insurance carriers, regulatory agencies, etc. may inspect the workplace. A written account of items noted for corrective action will be required and maintained. This will be reviewed by upper management and plant supervision. Items will be corrected on a timely basis and inspection documentation will be maintained for a minimum of one (1) year.

CORRECTING CONDITIONS, PRACTICES & UNSAFE ACTS

Section V

CORRECTING CONDITIONS:

As mentioned in the "Identifying and Evaluating Workplace Hazards" section, inspection activities documentation will be reviewed by upper management. Responsibilities will be assigned to individuals to correct the existent condition that needs corrective attention. Priorities for abatement will be assigned according to the nature of the infraction and its effect on the safety of the workplace. The assigned ratings will be as follows:

- A Immediate – IDLH, Serious Exposure
- B Within 24 hours – Exposure creates any injury potential
- C Within 72 - 144 hours – Exposure creates no injury potential but violates regulations or "best management practices" (BMP):

Based on their nature, availability of materials (if an issue) for corrective activity, infractions will be corrected according to the timetables established in the previous section. Records of corrective activity will be maintained for one (1) year.

Also per the previous section, the necessary documentation will be maintained according to accepted guidelines established by Cal OSHA.

PRACTICES AND UNSAFE ACTS:

Practices and unsafe acts will be corrected immediately in the workplace, as the situation becomes evident either through personal observation or as a result of information being brought forward to the supervisor in charge of the operation.

For minor situations that can be corrected at the point of operation that involve no serious threat to injury or illness, corrective activity may consist of immediate corrective action with no subsequent disciplinary activity. For situations involving egregious activity on the part of the employee, disciplinary actions will be taken according to the variables listed under the guidelines for disciplinary action and the Code of Safe Practices and/or Human Resources directives.

ACCIDENT / INJURY INVESTIGATIONS

Section VI

It is the policy that all accidents and injuries will be investigated. Typically supervisors occasionally with the aid of hourly personnel investigate the injuries jointly. However, if the incident is serious, the upper management may be involved in the investigation. The department head will review all investigative materials. It is a known fact that by determining the root causes of accidents and injuries and studying these root causes, implementing corrective activity and following up to ensure that the corrective activities are being used that future occurrences of these types of incidents can be eliminated.

We require that employees report all injuries, no matter how slight such that initially the injury may be attended to properly and secondly that the situation can be investigated. All injuries and investigations are to be reported and investigated within 24 hours of occurrence.

Once causes are determined, corrective action will be implemented at once.

The investigations and reports of industrial injury equivalent to the OSHA 301 Form/California 5020 (equivalent) will be forwarded to the insurance administrator within five (5) working days. This will ensure the timely handling of any medical and other benefits necessary for the injured employee.

In conducting the investigation, it is important to understand the interaction of man, machine and the environment and how these elements work together in the accident/injury scenario. It is also imperative to gather any physical evidence and preserve it for later use in analysis of the facts to determine root causes.

Witness statements are critical to accident investigations and will be exhausted to get at the root causes of the injury. In determining witnesses, it will be kept in mind that witnesses may come in the form of People, Parts, Places and Paper. That is to say that People can act as witnesses and often times are the sole source of information. However, Parts of equipment can act as a witness in an equipment failure, Places or the location of the accident/injury or of witnesses can be keys in determining root causes as well as Paper in the form of blueprints, doctor reports, job procedures and operating instructions, etc.

Accident and injury reports are maintained by **CHANDLER'S PALOS VERDES** for a minimum of five (5) years in accordance with OSHA Guidelines. Completing the OSHA 301, California 5020(equivalent) form will be done within 24 hours of injury occurrence. The OSHA 300 Log will be maintained for a minimum of five (5) years. The individual Cal OSHA Form 301 or California 5020 *(equivalent) accident/injury records will be maintained accordingly. Situations affecting the health of an individual employee in the form of an occupational illness and the resulting records and/or files will be maintained for a minimum of termination plus thirty (30) years.

Chandler's P.V. Sand & Gravel

ACCIDENT INVESTIGATION PROCEDURES

Accident investigation procedures contain five (5) key steps in fully investigating the accident. The thoroughness to which the five (5) steps are used will depend on the severity and type of incident. The five (5) key steps are the following:

Step 1. Investigate the accident.

Step 2. Summarize and report findings.

Step 3. Send findings and corrective action to the President.

Step 4. Copy of findings and corrective actions given to affected employees and placed in their personnel file.

Step 5. Report to all employees.

Accident investigations are a fact-finding, not a fault-finding process.

PROCEDURE:

Step 1. Investigate the Accident

1. What was the injured person doing at the time of the accident?
Performing assigned task, maintenance, or assisting another worker?
2. Was injured employee doing a job he was authorized to do? Was the employee qualified to do the job? Was he familiar with the process, equipment and machinery?
3. What were the other workers doing at the time of the accident? Any witnesses? Interview the affected employees and witnesses.
4. Was the proper equipment being used?
5. Was the injured worker following approved procedures?
6. Is the process, operation or job new to the area?
7. Was the injured worker being supervised?
8. Did the injured worker receive safety training prior to the accident?
9. What was the location of the accident? What was the physical condition of the area?
10. What immediate or temporary action(s) could have prevented the accident or minimized its effect?

11. What long-term or permanent action could have prevented the accident or minimized its effect?
12. Had corrective action been recommended in the past but not implemented?
13. Obtain data related to the accident such as work permits, diagrams and maintenance or training records.

Step 2: Summarize and Report Findings. Each supervisor has a safety documentation book in which there are accident investigation forms. Have witnesses and affected employees write what they saw and sequence of events on a separate piece of paper.

Step 3: Send Findings and corrective action to the _____ President. This is to assure _____ President is aware of the accident and can take necessary action and follow-up on needed action. Reports to be sent to Vice-President even if he has been part of the accident investigation.

Step 4. Send findings and corrective action to affected employees and place in their personnel file.

-An accurate report of the findings and corrective actions is to be provided to affected employees.

Step 5. Report to All Employees

Remove the names of the affected employees and any other personal information from the report and notify employees through safety meetings.

EMPLOYEE TRAINING

Section VII

The management of **CHANDLER'S PALOS VERDES** are firm believers that in an effort for the individual jobs in the workplace to be done the most efficient and effective means that they must be accomplished without the occurrence of an accident or an injury. To that end, we train all of our employees both on the tasks that they must perform in the workplace and the equipment and tools with which they will perform the tasks, but we also train them to conduct those tasks safely. Additionally, employees are given safety training on issues that arise that may affect their safety and health on the job.

Employees have and will undergo safety and health training:

1. Prior to the implementation of and the inception of the Written Illness/Injury Prevention Program.
2. At the time of initial employment, all employees will undergo a new hire orientation as required by Cal OSHA, Title 8, Section 3203. All OSHA regulated employees are given new hire orientation on the first workday to include all exposures in the workplace and special emphasis programs.
3. All employees given a new job for which they have never received training or for which the training received was done so far in the past as to not be deemed effective will be task trained in their new duties.
4. Whenever new substances, processes or procedures are implemented in the workplace, all employees affected will be specifically trained in those areas.
5. Whenever a new hazard is recognized in the workplace, all affected employees will be adequately trained to protect themselves against such hazard.
6. For all supervisors, managers and agents of the company on hazards found within the workplace, such that they can train their individual personnel to protect them from injury exposures related to those hazards.
7. Additionally, annual refresher training as required by OSHA Standards will be conducted. "Specialty" topics, i.e., E. through G., may be conducted intermittently along with annual training that may consist of but not necessarily be limited to some of the topics listed below:
 - A. Emergency Preparedness
 - B. Lockout
 - C. Use of Personal Protective Equipment
 - D. HazMat Training
 - E. Confined Spaces
 - F. Accident Investigation
 - G. Electrical Hazards
 - H. Fire Prevention & Protection

All training documentation will be kept for a minimum of one (1) year and made available to the appropriate agency representative upon request.

EMERGENCY PREPAREDNESS PROGRAM

DISASTER/EARTHQUAKE PREPAREDNESS GUIDELINES

The probability of a catastrophic disaster is a part of our everyday lives, both at home and at work. Disasters can range from serious and/or multiple injuries due to accidents, to fires, floods, earthquakes and other natural, as well as man-made events.

The primary purposes of these guidelines is to make all Chandler's Inert Solid Landfill, (CISL) employees aware of the elements of disastrous situations, and to aid in the preparation for these events to minimize personal injury and property damage.

Events such as earthquakes cannot be stopped, but much can be done to prepare for the event to mitigate the end resulting effects. Scientists have estimated the probability of a catastrophic earthquake in Southern California as being greater than 50 percent within the next 30 years. Based on these facts, this section will deal primarily with earthquake preparedness, but will outline disaster plan elements adaptable to other situations. Pre-disaster preparation, organization and training are the keys to survival.

Organization, Individual Responsibility and Task Assignments:

Because of the nature of catastrophic events such as earthquakes, floods, fires, etc., immediate support may not be available from local government entities or organizations such as the Fire Department, Paramedics, Police, etc. With this in mind it is imperative to develop an organizational structure and give specific task assignments to all personnel involved.

- The Plant Supervisor is the disaster control chief
- The Main Administration Building/area is the disaster control center
- Pre-disaster site checks will be conducted to determine hazardous situations/safe areas
- Necessary emergency supplies will be ordered and stored in the disaster control center

Supplies may consist of the following items:

- Communications equipment available – two way radio/cell phones
- First aid supplies
- Blueprints building and utilities layouts
- Any hand tools etc., necessary for rescue purposes
- Portable auxiliary power supply/fuel
- Food and water supplies for 72 hours for each person

EMERGENCY PREPAREDNESS PROGRAM

Evacuation routes are established from all buildings:

- Work areas
- To safe assembly areas

Predetermined assembly areas away from:

- Buildings
- Power lines
- Trees
- Overhead obstructions will be established to provide a safe place

Established priorities at the scene will be:

- Take head counts
- Conduct first aid
- Assess property damage
- Mitigate potential hazardous situations/conditions by turning off utilities if problems exist
- Electricity
- Gas
- Water

Eliminate existing hazards:

- Fire
- Hazardous material spills
- Unsafe structures or conditions

Develop a media control policy:

- Secure property access
- Restrict personnel from making statements to the media
- The Disaster Control chief or senior person will make all statements to the media

Emergency Notification System:

Available communications services will vary with the disaster and the degree of the disaster. An eight- (8) point plus earthquake will render phone services inoperable and, if not inoperable, they will most likely be restricted to emergency services. Other catastrophic events may not completely destroy your ability to communicate outside of your plant premises.

EMERGENCY PREPAREDNESS PROGRAM

In many instances, if phone lines are not damaged, the telephone companies will cut off the service and restrict telephone lines for "Emergency" local use only. However, in many instances, dedicated lines such as "FAX" lines may remain in service and public pay phone lines (if not damaged) will remain available for use. Although you may not be able to make phone calls, you may be able to call out of state.

In an effort to maintain communications between CHANDLER'S INERT SOLID LANDFILL operations, _____ of _____ has been designated as the out of state contact for emergency communication. ALL CHANDLER'S INERT SOLID LANDFILL operations that are capable of calling out of state can communicate through _____ offices in _____, by dialing the following phone number:

EMERGENCY OUT OF STATE PHONE NUMBER FOR CHANDLER'S INERT SOLID LANDFILL: ____ / ____ - ____.

These emergency methods will be used for the purpose of assessing personal and property loss, and developing methods to return operations to normal.

At a minimum, the following will be maintained as an integral part of your disaster preparedness plan.

A phone list will be developed for all plant personnel containing:

- Home phone
- Work phone (extension)
- Two-way radio number
- Pager number

Emergency phone list containing the following will be posted in conspicuous areas and included in the Injury & Illness Prevention Program Manual:

- Local community hospital
- Local doctor or doctors
- Fire department
- Paramedics
- Private Ambulance
- Police/Sheriff
- County emergency services department
- Local utilities
- Gas company
- Water company
- Electric company
- Phone company

EMERGENCY PREPAREDNESS PROGRAM

Two phone lines may be restricted for emergency use only:

- One line may be used in conjunction with a recorded message for inbound calls
- One line can be used for outgoing calls
- Refer to introductory comments regarding emergency phone lines

Pre-disaster/Earthquake Site Check:

Site checks will be conducted in all areas to remove hazards and situations that could become hazardous to life, health or property as a result of catastrophic events. Severe earthquakes, for example, can be expected to produce shaking and surface faulting with secondary effects, which may include landslides, liquefaction and tsunamis (which could be devastating to coastal operations).

Structural checks will be conducted on the following to ensure safe construction. Correct as needed:

- All buildings,
- Pipeline
- Warehouses
- Utility poles
- Garages
- Other fixed improvements

Site checks will be conducted of all non-structural fixtures and components in the workplace and hazards or potential hazardous situations will be corrected:

- Office – secure against movement
- Large light fixtures
- Shelves/bookcases
- File cabinets

Garages/machine shops – secure against movement:

- Heavy shop equipment/tool boxes (roll-aways)
- Parts/storage racks
- Wall mounted tools
- Light fixtures

EMERGENCY PREPAREDNESS PROGRAM

Warehouses:

- Stack materials securely
- Do not block exits
- Secure storage racks against movement
- Conduct checks of all hazardous materials storage areas
- Secure bulk materials against movement and spillage

Materials stored within proximity of one another will not be incompatible in the event of spillage.

Liquid flammables and combustibles will be stored away from buildings and other combustible materials.

A procedure for neutralization, removal or containment of hazardous materials spills has been developed.

Locate all utilities shut-off points:

- Gas
- Electric
- Water

What to do during a disaster/earthquake:

Different catastrophic events will require different actions. Fire or flooding may require only to follow the evacuation procedure. Other disasters such as tornadoes will require orderly evacuation and retreat to a place of refuge. Earthquakes, however, are special in that they give little or no warning and strike suddenly. In order to mitigate the devastating effects of a serious earthquake, the following guidelines should be followed:

Remain calm – reassure others – think through the consequences of your individual actions.

EMERGENCY PREPAREDNESS PROGRAM

Personnel in offices or buildings where there is no damage of heavy falling object:

- Get under a sturdy table or desk; stand in a doorway or in a corner of a room
- Watch for:
 - ◆ Falling plaster
 - ◆ Bricks
 - ◆ Light fixtures/ceiling tiles
 - ◆ Other small objects that may fall
- Position yourself and stay away from:
 - ◆ Windows
 - ◆ Mirrors
 - ◆ Book racks, etc.
- Remain inside the office or building. **DO NOT RUN OUTSIDE.**
- If a multi-level building where no danger of heavy falling objects exists, follow the steps above

If in a building, where there is little cover and the probability of heavy falling objects is imminent, evacuate immediately.

Use stairs only – DO NOT USE ELEVATORS.

- Once outside, move to an open area away from buildings, walls, power poles and lines and trees

If outside when an earthquake occurs:

- Avoid high buildings
- Avoid high walls
- Avoid power poles and lines
- Move to an open area

EMERGENCY PREPAREDNESS PROGRAM

If in a vehicle, follow the steps above for **“if outside when an earthquake occurs”**.

Employee training and drills:

All employees from top management on down will be fully trained in all aspects of the disaster/earthquake preparedness plan. Evacuation drills will be conducted at least once every six months. Only through complete knowledge of what to expect from the disaster and specific task assignments and knowledge of what to do before, during and after a disaster can we mitigate the devastation effects of a disaster and increase the probability of survival.

All employees are trained on:

- Evacuation routes and exits
- Location of predetermined assembly areas
- Assigned responsibilities

Practice evacuation drills take place twice a year.

Floor plan layouts and evacuation routes are posted on employee bulletin boards.

What to do after the disaster/earthquake occurs:

1. The most important element after a catastrophic event occurs is to remain calm and methodically carry out your preparedness plan.
2. Establish the disaster control center at primary and/or secondary locations.
3. Conduct an orderly evacuation of all buildings per the evacuation procedure.
4. Remain calm, do not panic.
5. Walk, don't run.
6. Turn off all electrical lighting and equipment as you leave your areas.
7. Assist any injured from buildings as you evacuate.
8. If in a multi-level building, use the nearest stairway for evacuation. **Never use an elevator.**
9. Stay to the outside of stairways as you descend to allow firemen, etc., to ascend stairways with fire equipment, hoses, etc.
10. Avoid falling debris, glass or electrical wiring.
11. Go directly to your predetermined assembly area.
12. Remain in the assembly area until given other instructions by personnel in charge.

EMERGENCY PREPAREDNESS PROGRAM

Assigned personnel:

1. Conduct head counts.
2. Administer first aid.
3. Conduct personnel rescue missions.
4. Assess property damage.
 - Gas line
 - Electric poles, lines, transformers, generators, etc.
 - Water lines
 - Structural damage.
5. Shut off utilities as needed
6. Mitigate hazardous situations:
 - Fire
 - A hazardous material spills
7. Building/structural damage.
8. Report all information to disaster control chief.
9. Implement disaster preparedness plan for:
 - Communications
 - First Aid
 - Food/water distribution
 - Etc.

Implement media control policy as needed.

FIRE PREVENTION

FIRE PREVENTION PROGRAM

POLICY

It is the policy of Chandler's Inert Solid Landfill to maintain a Fire Prevention Program to prevent personal injury and loss of life due to accidental fires in the workplace. This program conforms to Fed OSHA Regulations 29 and 30CFR, and Title 8CCR 3220.

RESPONSIBILITY

It is the responsibility of the management personnel to ensure the Fire Prevention Program is being implemented and is effective.

The Supervisors and Training personnel have the responsibility of implementing the plan as follows:

1. Supervision of the fire prevention program.
2. Establishment of fire prevention training programs for employees.
3. Coordinating code compliance with the local fire department.
4. Establishing and rehearsing evacuation plans.
5. Keeping advised of all applicable fire prevention regulations recommendations and requirements and advising affected supervisors and employees thereof as necessary.
6. Regular inspection and evaluation of this Fire Prevention Program in order to determine its continued effectiveness
7. Ensuring that employees are properly prepared to protect themselves against all fire hazards to which they could be exposed and are aware of the-evacuation requirement,
8. Establishment of special procedures whenever they are needed to make certain that physically impaired employees will be promptly and safely evacuated in the event of a fire.
9. Maintenance of required recordkeeping, filing of incident reports, regular review of the inspection logs and fire incident reports, and initiation of timely corrective action.

FIRE PREVENTION

The worksite manager or supervisor is responsible for the following:

1. Control of fuel source hazards.
2. Ensuring that fire suppression and alarm systems are properly installed, inspected, and maintained.
3. Inspection and maintenance of equipment and systems that are installed to prevent or control ignitions or fires.
4. Inspection and regular and proper maintenance (according to established procedures) of the equipment and systems installed on heat producing equipment to prevent accidental ignition of combustible materials.

PROCEDURE

1. Fire Prevention and Protection

The key to Fire Prevention is anticipating, identifying, and eliminating fire hazards. Some of the biggest fire hazards can be eliminated or, at least minimized, through good housekeeping, proper control of flammables, proper welding and cutting procedures, proper use and care of electrical and mechanical machinery and equipment, and careful control of smoking and other ignition sources.

A. Good Housekeeping

Don't let scrap and trash accumulate. Use trashcans, pick up oily rags, clean up oily deposits, keep storage areas neat. If there is nothing to burn - fire won't start. Don't block extinguisher and fire hose stations with materials or equipment. In the event of a fire, such obstructions could add costly minutes to the extinguishing of a fire.

B. Flammables

All paints, thinners, solvents, fuels, and combustibles must be properly stored in approved containers and flammables storage cabinets. All flammable liquids must be in labeled approved safety cans. Solvents are provided and checked out in cans and all unused solvent, as well as used portions, should be returned to the proper storage area at the end of the workday. When working with solvents and other flammables, stay away from flames, sparks, and heat generating sources. Rags that are contaminated with flammable or combustible materials should be properly discarded into specially marked metal trash bins for hazardous waste removal.

FIRE PREVENTION

C. Welding and Cutting

Prior to cutting or welding in high hazard areas, a hot work permit maybe required. This permit includes procedures for safeguarding against the potential for accidental fires. Welding and cutting should be conducted at least 35 feet from combustible material sources. Welding Screens should be utilized when possible. Fire extinguishers as well as a fire watch should be used when welding, cutting or burning takes place. Gas welders should be equipped with flashback valves.

D. Electrical Components

Fires can be caused by short circuit fault or by arcs and sparks from damaged or defective components. Care must be taken not to damage insulation to plant wiring, cables, welding leads, and drop and/or extension cords. Don't use plugs that are not properly grounded, are cracked or have the outer insulation pulled away. Don't overload electrical outlets.

E. Operation of Machinery and Equipment

Operators should be alert to the following potential fire hazards and correct them immediately:

- 1) Variations in the operating pressure and temperature of equipment from levels recommended by the manufacturers.
- 2) Potential sources of ignition from cutting, welding, faulty wiring, friction (due to such factors as belts operating at the wrong tension or poorly lubricated bearings); and mechanical sparks caused by the moving metallic parts of a faulty or poorly maintained machine.
- 3) Corrosion of motor parts, or build of up dust or lint around machinery.
- 4) Leakage of lubricants from motors or drip pans onto floors and walls.

F. Faulty Equipment

As part of the normal operating procedures, there will be regular - inspection, maintenance and repair of equipment including the equipment installed on heat producing equipment to prevent accidental ignition of combustible materials.

FIRE PREVENTION

The inspections will check for properly operating valves; electrical wiring and motors, ventilating, heating and air conditioning equipment. Flues and vents must be kept free of dirt and combustibles. A strict maintenance schedule will be observed for such items as motors, switches, wiring, fans, bearings, chains and conveyor belts.

Combustible wastes will be removed from the building every day and more frequently if necessary.

Safe shutdown procedures must be followed at the end of a workday or in an emergency.

G. Smoking

Smoking is limited only to places designated by the Company as authorized smoking areas. Smoking is prohibited in all other places on the premises.

H. Other Sources of Ignition

There are many other potential causes of explosions and fires:

- Chemical reactions that produce explosion, fire, or heat, i.e., caustic or acid.
- Ignition of explosive or flammable chemicals, i.e., propane, gasoline, diesel or fuel oil.
- Ignition of materials due to oxygen enrichment.
- Sudden release of materials under pressure, i.e., acetylene.

I. Precautions

Explosions and fires may arise spontaneously. However, more commonly, they result from work activities, such as moving drums, accidentally mixing incompatible chemicals, or introducing an ignition source (such as a spark from equipment) into an explosive or flammable environment. Explosions and fires not only pose the obvious hazards of intense heat, open flame, smoke inhalation, and flying objects, but may also cause the release of toxic chemicals into the environment. All potential ignition sources will be kept away from an explosive or flammable environment. The use of non-sparking and explosion proof equipment when needed along with following safe practices when performing any task that might result in the agitation or release of chemicals or other sources of ignition is mandated.

FIRE PREVENTION

J. Protective Procedures

Employees must immediately report the existence of any of the potentially hazardous conditions mentioned above to their supervisor. Preventing such conditions also requires adherence to the schedule of regular periodic equipment inspection of all equipment, maintenance, and testing that is in effect. The fundamental point to remember in all fire prevention activities is that all sources of combustion must be separated from all sources of ignition. In addition to those mentioned above, sources of combustion could be an undetected gas leak, a high concentration of dust or flammable vapors, a flammable liquid spill, oil soaked rags, or improperly stored trash. Ignition sources often are faulty electrical wiring, equipment or controls. Each employee shall be constantly on the alert for those things. Anyone aware of a potential fire hazard must immediately report it to their supervisor. The supervisor must then take whatever action is necessary to eliminate the hazard.

K. Fire Exits

All fire exits must be prominently marked. All emergency escape routes must be posted so that they are readily observable and easily understood by all employees. Fire exit must not be blocked or locked. All exit routes must be clear and free of obstruction at all times.

L. Fire Extinguishers

Fire extinguishing systems and portable fire extinguishers must be in places throughout the premises and on vehicles as required by applicable regulations and as recommended by appropriate authorities. They must be appropriate for the particular fire hazards that exist. They will be regularly inspected and maintained as required by regulations. No employee shall ever disturb or tamper with any fire extinguisher.

2. What To Do About Fires

A. The Alarm System

Any employee, upon recognition of a fire, shall sound the fire alarm. Distinct alarm systems are established before each job. It must be heard throughout the entire work area.

FIRE PREVENTION

B. Evacuation

When a fire alarm or warning sounds, you must leave the premises at once by the safest, shortest route. Evacuation routes are posted in areas throughout the plant. As soon as you have reached the reassembly area, make sure that fact is known to your supervisor. That will aid in accountability and avoid unnecessary rescue operations.

C. Emergency Escape Routes

Everyone on the premises must be familiar with the emergency escape routes -- and must use them in the event of a fire. Everyone who works here now or in the future will be instructed in the location and use of the emergency escape routes before beginning work. There are no less than two emergency escape routes from every workstation. If the fire prevents the use of one such route, use one of the others.

D. Rescue and Medical Duties

The local fire department will promptly respond to the fire alarm with fire fighting equipment and trained professionals who are prepared to carry out needed rescue operations. Any initial first aid and/or immediate medical assistance given to injured persons will be administered by in-plant personnel that have been trained in those areas. In the event that the emergency rescue and medical personnel request information that they may need to perform these responsibilities, that information will be provided as fully and as accurately as possible.

E. Accountability Procedure

Once the evacuation is complete, all employees must be accounted for. That is the only way missing persons that may need to be rescued can be identified. Each supervisor is responsible for (1) making or obtaining a head count of all employees in his unit as soon as an evacuation occurs, and (2) making a report on the results to the next higher level of authority. If there is any possibility that an employee who is missing or unaccounted for may still be in a danger area, the onsite rescue people must be notified at once.

F. Training and Instruction

Training is an important part of the Company's Fire Protection Program to assure that everyone clearly understands their role and can react properly without delay. Employees must immediately report the existence of any potential fire hazard to their supervisor. Each supervisor is responsible for assuring that each employee under his direction and control is familiar

FIRE PREVENTION

with the alarm system, knows that he must evacuate the premises in the event of fire, and is familiar with the emergency escape routes. In addition, employee training in fire prevention and control and all elements of this Program will be covered during periodic safety meetings and in the training that is provided under the MSHA and OSHA training curriculum.

Fire Prevention Training will be provided as follows:

- For new employees during their orientation.
- For transferred or promoted employees -- if the job change includes a change in hazards, emergency duties or emergency escape routes.
- When new equipment or materials that create new/different hazards are introduced.
- When a fire drill indicates that employee performance needs improvement.
- When recommended or required by applicable authorities or insurance carriers.
- During OSHA Part 29CFR, or Title 8, California Code of Regulations required training.
- Training will include the potential fire hazards of the employees' jobs and the procedures called for in our fire-prevention program. All employees, managers, and supervisors will be trained on use of fire extinguishers.

3. Fire Drills

Fire drills will be conducted twice annually in coordination with our local fire department. The objective of a fire drill is to evaluate the thoroughness and effectiveness of our fire prevention program by testing it under simulated conditions. All aspects will be tested, such as:

- Employees' knowledge and familiarity with the Fire Prevention Program.
- The plan's practicality (structure and organization).
- Working together with local emergency action organization.
- Communications (internal and external).
- Emergency equipment effectiveness.

FIRE PREVENTION

- Adequacy of detailed action plans.
- Emergency first aid and rescue procedures.
- Emergency personnel response.
- Dealing with the news media.
- Isolation control and restoring situation to normal.
- Evacuation
- Head count procedures

HAZARDOUS MATERIALS

HAZARDOUS MATERIAL COMMUNICATION

POLICY

It is the policy of Chandler's Inert Solid Landfill to maintain a Hazard Communication Program to ensure that employees receive information on the dangers of all hazardous chemicals in compliance with OSHA Hazard Communication Standard, Title 29 CFR 1910.1200 and Cal OSHA 8 CCR 5194. The company will ensure the information is provided through compiling a hazardous chemicals inventory list accompanied by the respective Material Safety Data Sheets, by ensuring that containers are labeled, and by providing employee training.

RESPONSIBILITY

It is the responsibility of the Managers/Supervisors to ensure the effective maintenance and implementation of the Hazard Communication Program. Copies of the written program will be strategically placed within the operations and may be obtained by hourly employees with a request to management.

PROCEDURE

1. Hazardous Materials Inventory

An initial review and inventory of all materials used, mined, manufactured or discarded as a waste product* will be developed. A determination will then be made to determine whether the material is hazardous according to the definitions as outlined in the most stringent of the above noted regulations, 29 CFR 1920.1200 and 8 CCR 5194. The most stringent definitions of those standards will be utilized to effectively develop a final inventory of hazardous materials present at the mine, mill or manufacturing facility. The inventory will be placed in the beginning of the MSDS book or data base and serve as the guide for the acquisition of MSDS's to be maintained within the book or data base and made available to all personnel. At a minimum, whenever a new material is mined, manufactured, created as a waste product* or purchased, that material will be checked against the definition of hazardous materials for inclusion into the MSDS Book or Data Base.

***NOTE:** Waste products will be analyzed to determine their hazardous nature. If determined to be a "Hazardous Waste" product, the name of the hazardous waste product will be added to the hazardous materials inventory. A description of the material and its hazardous components, a description of the physical and/or health hazards and the appropriate protective measures will be retained within the MSDS Book and/or Data Base.

HAZARDOUS MATERIALS

2. Labels and Other Forms of Warning:

The Manager/Supervisor will ensure that all hazardous materials within the mine, mill or manufacturing facility are properly labeled. Properly labeled information on primary containers should include a list of at least the chemical, appropriate hazard warnings, and the name and address of the manufacturer, importer or other responsible party. Other forms of labeling that will be utilized are:

- Signs and placards for bulk stations and storage areas and containers
- Process sheets
- Batch tickets
- Secondary container labeling to include common product identification

All secondary containers will be labeled with the common name of the contents regardless of the numbers of personnel using the container or regardless of whether or not the contents of the container will be expended by the end of the shift in which it is used.

The supervisor will refer to the corresponding Material Safety Data Sheets to assist employees in verifying label information and to ensure that the common name is appropriately used on secondary containers. No employee is authorized to remove or change (**and in no instance deface**) existing labels on incoming containers of hazardous chemicals or secondary containers. Names may be removed, rewritten and or changed if the original label has been damaged and/or if the product content is being changed and the original container has been properly purged and cleaned.

3. Material Safety Data Sheets:

Material Safety Data Sheets (MSDS) provide employees with specific information on the chemicals they transport, store or use that are produced through the mining, milling, manufacturing process and/or waste stream and may be disposed of as hazardous materials. The supervisor shall maintain a master binder or computer access station with directions on MSDS location in specified locations in the plant and main office with an MSDS on every substance listed as a hazardous chemical that is mined, milled, becomes part of a waste stream or used by, or located in, the plant.

The supervisor is responsible for acquiring the MSDS forms, acquiring and maintaining updates within the current MSDS Book and/or Data Base as necessary. He/she will contact the chemical manufacturer or vendor if additional research is necessary or if an MSDS has not been supplied with a shipment of hazardous material. When purchases of hazardous chemicals are made for the plant, the purchase must be pre-approved by the Manager.

HAZARDOUS MATERIALS

MSDS updates will be placed into the Hazardous Materials Systems as soon as received

- No MSDS's will ever be discarded.
- Outdated MSDS's will be filed in an "outdated file."
- MSDS's for materials no longer used will be placed in a "discontinued" use file.

The supervisor shall ensure that employees can immediately obtain the required information from the relevant MSDS in an emergency situation. Requests for copies of MSDS's of materials to which employees are exposed that are made by an employee will be honored in a timely manner.

MSDS forms shall also be made readily available, upon request, to designated representatives of the U.S. Department of Labor, OSHA and the State of California Department of Occupational Safety and Health Personnel.

MSDS's will be retained for all currently used and previously used materials for the life of the operation

4. Training For Hazards of Chemicals and Protective Measures:

All employees who work with or are potentially exposed to hazardous materials as defined above will receive initial training on the MSHA and OSHA Hazardous Communication Standard and the safe use of those hazardous chemicals by the supervisor and department managers. Hazardous Materials Communication Training as appropriate will be included within new employee, newly employed experienced employee, task training and annual refresher training and hazard recognition (for contractors) classes as required under 29 CFR 1910.1200 and 8 CCR 5194. This same information will be reviewed in regular safety meetings. Lead persons and supervisors will be extensively trained regarding hazards and appropriate protective measures to ensure they will be available to answer employee questions and to provide daily monitoring of safe work practices. Whenever a new hazardous chemical is introduced, or if an employee is required to perform hazardous non-routine tasks, additional training will be provided.

The training program will include information as follows:

- A. Summary of the OSHA Standard and the Company's written Hazard Communication Program.
- B. Chemical and physical properties of hazardous materials and methods that can be used to detect the present or release of chemicals in his/her work area.
- C. Physical hazards of chemicals (e.g. potential for fire, explosion, etc).
- D. Health hazards, including signs and symptoms of exposure associated with exposure to chemicals and any medical condition known to be aggravated by exposure to the chemical.

HAZARDOUS MATERIALS

- E. Procedures to protect against exposure to hazardous chemicals through safe work practices; proper use and handling and maintenance; use of required personal protective equipment and procedures for emergency response.
- F. Procedures to follow to assure protection when cleaning hazardous chemical spills and leaks.
- G. Where MSDS forms are located, how to read labels and MSDS forms and interpret the information contained therein and how employees may obtain additional hazard information.
- H. Procedures to follow when an employee is required to perform hazardous non-routine tasks.
- I. The Supervisor and Manager will review the employee's training program on a regular basis. Retraining will be required when the hazard changes or when a new hazard is introduced into the plant. In addition, a review of the hazardous chemical handling and the communication program will be included in regular safety meetings at least once each quarter.

5. Non-Routine Tasks:

When an employee is required to perform hazardous non-routine tasks (e.g. cleaning tanks, entering confined spaces, etc.) a special training session will be conducted to inform the employee regarding the hazardous chemicals to which one may be exposed and the proper precautions to take to eliminate, reduce or avoid exposure.

6. Contractors

The Supervisor, upon notification will advise outside contractors or other personnel of any chemical hazards that may be encountered in the normal course of their work on the premises. They will be given instruction regarding the labeling system in use, the protective measures to be taken, and the safe handling procedures to be used. In addition, the supervisor will notify these individuals of the location and availability of MSDS's. Each contractor bringing chemicals on-site must provide the Plant Safety Director with the appropriate hazard information on these substances, including the labels used, the MSDS, and the precautionary measures to be taken in working with these chemicals.

7. List of Hazardous Chemicals

The Supervisor will make and maintain a master list of all hazardous chemicals used in the operations on a form such as shown on Exhibit "A", and will update the list as necessary. A separate list will be available for each work area and will be posted there. Each list will also identify the corresponding MSDS for each chemical.

HAZARDOUS MATERIALS

8. Monitoring for Hazardous Materials:

All monitoring to be done for hazardous materials exposures will be explained to employees. They will have the opportunity to observe the monitoring procedures and be made aware of the results of the monitoring when they become available.

LOCKOUT/ TAG OUT

LOCKOUT PROCEDURES

The primary goal of the lockout procedure is to preclude personnel from being injured while working on equipment that could be energized. Each employee has a responsibility to themselves as well as to their fellow workers to ensure that when required, all equipment that has energy potential, i.e., electrical, mechanical, thermal, nuclear, pneumatic, hydraulic, radiant, etc. is locked out against deliberate or inadvertent movement.

Under most conditions, employees are required to shut down and lockout energized equipment prior to working on it. There are exceptions to this rule such as "training" conveyors, etc. When or if exceptions or potential exceptions to this policy or rule are encountered, permission to work on equipment that is not locked out must be received from the immediate supervisor in charge and the supervisor must remain in the area to oversee the task to be completed.

All employees are responsible for understanding and applying the lockout principles as set forth:

1. All employees involved in the lockout procedure must have a lock with their individual identity on the lock available at all times. All locks will be keyed separately and only the employee will have all keys to his/her lock
2. When locking out, locate the proper equipment by both area and equipment designation or type. All equipment will be labeled and properly identified.
3. Determine where the proper disconnect/lockout point is located. All disconnect points should be clearly marked. **If in doubt**, as to the proper location of the disconnect point, have the supervisor or operator in that area show you where the disconnect point is or have them verify that you have identified the proper disconnect point. **This procedure pertains to electrical, mechanical, pneumatic, hydraulic, nuclear, thermal, radiant lockouts, etc.**
4. Determine whether or not the equipment is "OUT OF SERVICE". Determine whether adjacent equipment is "OUT OF SERVICE" or should be locked out for you to perform your job safely.
5. Determine whether or not there is any **built up energy in the equipment that must be released in order to safely perform the work**. Inspect equipment to ensure that it is clear and that all other safety precautions are taken and then release built up energy only when it is safe to do so. If assistance is needed to safely perform this operation, notify your supervisor.

LOCKOUT/ TAG OUT

6. **NEVER TURN THE DISCONNECT TO THE OFF POSITION WHILE THE EQUIPMENT IS UNDER LOAD.** Always turn off equipment using the start/stop buttons or call the supervisor for verification if you are not sure if the equipment is remotely operated. If the equipment is remotely operated, go to the control location and complete an "OUT OF SERVICE" tag including on the tag your name, date and time. Ensure that the tag is placed on the start button.
7. If the disconnect switch is marked "**HIGH VOLTAGE**", **DO NOT DISCONNECT.** Call an electrician or a person designated as a "competent person" capable of working on High Voltage. When working on High Voltage, two competent/qualified persons must be present at all times and special personal protective equipment is needed.

NOTE: If specific employees have been trained and designated as competent persons to either rack in/out or turn on or off certain high voltage equipment, then only these employees may proceed with this operation.

8. If not marked "**HIGH VOLTAGE**" stand to the right side of the disconnect switch. Look away from the switch and turn the disconnect switch to the "off" position with your left hand. **Never stand directly in front of the disconnect switch when turning the switch to the off position.**
9. With the disconnect switch in the "OFF" position, place a hasp on the switch and then place your personal safety lock on the hasp. **The hasp will always be placed on the electrical disconnect first.**
10. All employees working on one piece of equipment will have their own individual personal safety lock on the hasp locking the disconnect switch. **There will never be six locks on one hasp.** The sixth hole on the hasp will always be filled by adding a second hasp and then placing the personal safety lock on the second hasp.
11. Before working on any equipment which you have locked out, test the equipment for a safe lockout by trying to start the equipment on "**NORMAL**" and/or "**TEST**". **If both normal and test switches are available, test both.**
12. **Always lock out adjacent equipment that may present a danger while working.** Spare locks, if needed, can be obtained from your supervisor.
13. **Always release built up energy (see step 5) before beginning work on any piece of equipment.**

LOCKOUT/ TAG OUT

14. Employees who have not completed work on a piece of equipment by the end of the shift, will at the end of that shift, have their locks replaced on the equipment by the supervisor's departmental locks until the next shift comes on board to work on the equipment.

15. **No lock will ever be cut off a piece of equipment. Each employee will be responsible for removing his/her lock and will be required to return to the work site to do so if they leave their lock on a piece of equipment. If the employee cannot be; 1) located, contacted or is unavailable in this situation; 2) a thorough equipment search has been conducted; 3) the equipment is clear and items 1-3 have been documented by the supervisor, the lock may be removed by the supervisor when safe to do so.**

16. Any failure to follow the above procedure or any abuse of the above procedure by "any" employee including management, will subject that individual or individuals to disciplinary procedures up to and including discharge.

15. My signature below reflects the fact that I have read, been trained on, understand and been given the opportunity to ask questions and receive adequate answers on the information contained within this policy and procedure.

Employee Signature

Date

Supervisor Signature

Date

PERSONAL PROTECTIVE EQUIPMENT

PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment including protective equipment for eye, face, head, extremities, hearing and the respiratory tract shall be provided and maintained by the company wherever it is necessary by reasons of hazards of process or environment. Where safety equipment is listed as mandatory in this policy statement, its use by the employees shall be considered as a condition of employment.

The existence of such equipment will not, however, deter efforts to eliminate hazards at the source by engineering design, methods revision, or substitutions of non-hazardous materials. Personal protective equipment will not be considered as a means of eliminating a hazard, but rather as a second line of defense which protects workers from injury when used properly.

Each supervisor will be responsible for the conscientious use of personal protective equipment by employees in his/her area or responsibility. Components of this responsibility are: the ability to recognize hazards which require protective equipment; familiarity with the appropriate types of equipment for each specific hazard, knowing the procedure for obtaining this equipment, being knowledgeable in the proper fitting and maintenance of the equipment and promoting, effectively and consistently, within the department, the wearing of all required protective equipment.

Hazards constituting or creating a need for personal protective equipment shall include heat, light, fumes, noise, chips from cutting operations, use of compressed air, materials handling operations, contact with toxics and caustics, exposed points of operations, etc.

Specific guidelines for the use of personal protective equipment in the various production departments are listed on the following pages.

Issuing Equipment:

After recognizing hazard exposures and the need for PPE, all supervisors will be responsible for ordering and issuing PPE to exposed employees. PPE requiring continual replacement, i.e., disposable earplugs, etc., will be furnished at no cost to employees.

Other items, i.e., safety glasses, gloves, etc. will be issued at no cost to personnel prior to exposure. Subsequent issues to existing employees will be replaced on a worn out basis and issued at no cost.

Personnel that continually abuse or lose their personal protective equipment may (based on the pattern of abuse or loss), be required to replace their PPE at their own cost.

PERSONAL PROTECTIVE EQUIPMENT

Training:

The department supervisors will be responsible for training all of their personnel prior to employment and at least annually thereafter on the following aspects of personal protective equipment usage:

1. Various types of hazardous exposures
2. Location of hazardous exposures
3. Affects of exposure to hazards identified
4. Personal protective equipment used to mitigate exposure to hazards
5. Proper way to fit, clean, maintain and store PPE
6. Rules and regulations including disciplinary procedures for failing to wear PPE as required or abusing/losing PPE.

RESPIRATORY PROTECTION

RESPIRATORY PROTECTION

Introduction

Chandler's Inert Solid Landfill as an employer regulated by Cal OSHA recognizes that it is imperative to develop and implement a policy and program to eliminate harmful exposures to contaminated air whenever feasible. The first method in order of priority for developing controls is engineering controls. When engineering controls are not feasible, or fail to eliminate harmful exposure, personal protective equipment shall be worn.

Purpose

This policy establishes standard operating procedures required for an effective respiratory program that adequately protects employees exposed to breathing hazards that exceed permissible limits. Respiratory equipment is not a permanent solution to every problem, but rather serves as a readily available interim measure while more permanent solutions in engineering are being instituted when feasible.

Scope

In order to assure adequate protection for employees and to meet specified government requirements, strict compliance to this program must be maintained by both the company and the employee. In addition to establishing standard operating procedures for proper selection, use and maintenance of respirators, this policy also establishes and sets forth responsibilities for plant supervision, safety and industrial hygiene personnel, and medical personnel for administration of the program as well as important employee responsibilities.

The use of respirators may not always be required. In some situations respirators may be in use where employee exposures do not present a health hazard. Whether by employee choice or management suggestion, an employee may wear a respirator to make a nuisance condition more comfortable. In such situations, where a health hazard has not been established, the use of respirators is not mandatory and need not be enforced. In other situations, however, the use of respirators will be required and then the use of respirators must be effectively enforced.

In any case, if respirators are used, regardless of whether it is voluntary or mandatory, the same requirements for proper training, use, maintenance and storage as established in this program will be followed.

RESPIRATORY PROTECTION

GENERAL PROGRAM ADMINISTRATION

The Plant Manager or Safety Program Coordinator through the front line supervisors shall be responsible for the administration of the Respiratory Protection Program. The person or persons responsible for safety shall oversee all phases of the program and aid the Plant Manager in the administration of same. The main duties of the Program Coordinator will be as follows:

- The assessment of hazards.
- Select and oversee the methods of hazard reduction and control.
- Oversee the selection of personal protective equipment.
- See to the training of supervisory and hourly personnel with regard to respiratory equipment.
 - Types (when used)
 - Filter respirator (quarter, half or throwaway type)
 - Cartridge type
 - Air line respirator
 - Self-contained breathing apparatus.
 - Use
 - Sealing and fit testing
 - Proper cartridge selection (when applicable)
 - Compression equipment (start, stop, switches, gauges).
 - Maintenance
 - Storage
 - Cleaning
 - Sanitizing
 - Cartridge stock rotation.
- Work with medical personnel to maintain proper medical surveillance of persons exposed to respiratory hazards.
 - ◆ Welding Fume
 - ◆ Nuisance/Toxic Particulate
 - ◆ Organic Vapors
 - ◆ Inorganic Vapors
 - ◆ Acid Gases
 - ◆ Gases and mists

RESPIRATORY PROTECTION

RESPONSIBILITIES WHERE RESPIRATORS ARE USED

Front Line Supervision Responsibility:

- The supervision of each operation has first-line responsibility to adopt, initiate, maintain and enforce the requirements of this program.
- To be knowledgeable of the potential health hazards associated with the known air contaminants present in their respective departments.
- Be familiar with methods of engineering or administrative control currently used elsewhere in the industry to deal with similar problem situations.
- Make appropriate arrangements with the Medical facilities to have such employees properly examined.
- Managers and supervisors must ensure respirator wearers receive instruction (training) from the Health & Safety Department on the proper use, maintenance, care and selection regarding those particular devices to be used.
- Establish a procedure to assure that a thorough cleaning, disinfecting, inspection for serviceability and necessary repair work is performed on required respirators.

Employee Responsibility:

- Use the respirator when required and do so in accordance with the instructions and training received.
- Report any malfunction of the respirator to his/her supervisor. If a malfunction is detected in an area immediately hazardous to life it is imperative the employee immediately vacate that area.
- Inspect respirators prior to and after each use for defects or malfunctions.
- Employees shall clean and properly store or return the respirator (as required) in accordance with the instructions received.
- Guard against loss or damage to the equipment provided.
- Check for proper face-piece fit and pressure test the respirator before wearing. Pressure tests should include positive and negative tests when applicable.
- Use only properly approved respirators.

RESPIRATORY PROTECTION

- Be aware of the limitations and/or special work precautions associated with the specific respirator.
- Understand that facial hair, which interferes with the respirator face-piece seal, causes leakage and cannot be permitted where respirators are required.

Medical Responsibilities:

Prior to employee assignment to a specific job that requires the use of a respirator, a licensed physician must determine that employees are physically able to perform the assigned work when using respiratory equipment.

Cardio Pulmonary Function Tests (Spirometry) will be administered annually and the medical status of persons assigned use of respiratory equipment shall be reviewed annually.

Program Enforcement:

It is understood that the best and most acceptable enforcement of this program would be to achieve total employee acceptance without the necessity of disciplinary action. Realistically, however, this may not always be possible. It is important, therefore, that a procedure be developed to address anticipated problems with employee acceptance of his/her responsibilities as listed in this policy. The enforcement procedure shall take the form of the established progressive disciplinary practice as noted in the Injury & Illness Prevention Program. Actions taken shall be recorded and maintained according to accepted company guidelines.

Hazards Assessment:

Industrial Hygiene surveys of air contaminants shall be made in areas where respirator use is required. Survey data and related employee exposure information will permit evaluations and subsequent analysis to determine whether or not breathing hazards or nuisance conditions are present. Surveys will also be made where practical to evaluate effectiveness of engineering or administrative control efforts.

- Regular inspection/monitoring using dosimeter and/or test equipment, i.e., gas detector, etc., used in testing for airborne contaminants.
 - Particulate matter (all types)
 - Organic vapors
 - Inorganic vapors
 - Acid gases
 - Other hazardous welding fumes and/or mist, gasses.
- Determine areas of oxygen deficiency or overexposure where air line or self-contained breathing respirators may be required for use.

RESPIRATORY PROTECTION

- Determine respirator use as required on MSDS's of hazardous materials and other substances creating similar problems that as of yet are not in use, identified on their MSDS or in work areas.

Reduction and Control of Hazards

- Changing production processes when feasible to eliminate hazards.
 - Changing raw materials or chemicals used in the productions process to minimize hazardous material exposure
 - Cleaners
 - Solvents
 - Etc.
- Implement specific engineering controls to relieve the problem.
 - General ventilation
 - Local ventilation
 - Collection
 - Maintenance of engineering solutions.

Selection of Respirators

All respiratory filters, etc. will comply with 42 CFR 84 and be approved by NIOSH. The Safety & Health personnel will determine the specific types of respiratory protection required for specified jobs and/or work locations. Some factors to be considered are:

- Industrial hygiene survey data.
- The nature of the hazardous operation or process.
- The type of air contaminant, including its physical properties, chemical properties, physiological effects on the body, and its concentration.
- The period of time for which respiratory protection must be provided.

RESPIRATORY PROTECTION

- The location of the hazard area with respect to a source of uncontaminated respirable air.
- The state of health of personnel involved.
- The functional and physical characteristics.

Selection of proper respiratory protective equipment approved by the appropriate testing agency has been determined as follows:

- Filter, quarter, half or throwaway for dust particulate and some mist hazards.
 - Silica bearing dusts
 - Welding fumes
 - Nuisance particulate materials
 - Other substances creating particulate matter or mist problems that as of yet are not in use or have not been identified.
 - Etc.
- Chemical cartridge type masks for use as required by MSDS's on hazardous materials and other substances creating similar problems that as of yet are not in use or identified on their MSDS or in the work area.
 - Organic vapors
 - Paint operations
 - Where high efficiency particulate respirators are required.
 - Acid gases
 - Etc.
- Airline respirators for use as required by MSDS's on hazardous materials and other substances creating similar problems that as of yet are not in use or identified on their MSDS or in the work area.
 - All abrasive blasting operations
- Self-contained respirator for use as required by MSDS's on hazardous material and other substances creating similar problems, which as of yet are not in use or identified on their MSDS or in the work area.
 - Oxygen deficient atmospheres
 - Atmospheres containing contaminants immediately dangerous to life or health, i.e., toxic materials, etc.

RESPIRATORY PROTECTION

Training

Training in the selection, use, care and maintenance of respiratory equipment is required prior to the initial issuance of the equipment.

Employee training shall be conducted by a qualified instructor who is knowledgeable in the applications and uses of respirators and the hazards associated with the various air contaminants and oxygen deficiency. The subject material, teaching methods and types of respirators discussed shall be oriented to the needs of the group taking the training. Supervisors and hourly personnel shall be thoroughly trained and familiar with:

- All airborne hazard types.
- Specific areas where hazards may exist.
- Specific conditions under which materials may be hazardous.
- Types of respirator equipment
 - Particulate filter
 - Chemical cartridge
 - Airline respirator
 - Self-contained respirator.
- Use of respirator equipment
 - Putting on
 - Sealing and fit testing
 - Selection of proper cartridge
 - Compression equipment for airline respirator
 - Start-up, stop
 - Carbon monoxide/high temperature gauges
 - Filtering devices.
- Maintenance
 - Storage
 - Cleaning
 - Sanitizing
- Stock rotation for cartridges

NOTE: Supervisors and hourly personnel will be required prior to actual application of respirator equipment to demonstrate knowledge of the equipment and its respective use.

RESPIRATORY PROTECTION

Inspection and Maintenance of Respirators

- Personal respirators
 - Each employee that uses a respirator that is issued to him/her shall be expected to clean and inspect said respirator on a daily basis and to keep it in a satisfactory state of repair and cleanliness.
 - Clean in mild soap and water
 - Use sanitizer
 - Store in sealed plastic bag after air-drying.

 - Repair parts will be made readily available to all employees. Only parts specified by the manufacturer of a respirator shall be used.

 - The supervisor will check periodically to make sure that the persons under his/her supervision are trained in the use and care of personal respirators.

- Respirators for use by more than one person (air line respirators and self-contained units).
 - Shall be cleaned and inspected after each use and stored in such a manner as to maintain them in a sanitary condition and prevent deterioration.
 - Clean with mild soap and water
 - air dry
 - sanitize
 - store in sealed plastic bag.

- Cartridges for respirators will be stored in designated storage areas.
 - Checked monthly
 - Issued by first in, first out basis
 - Shall be dated when received and not be stored for more than one year.
 - In no instance shall be reused.

RESPIRATORY PROTECTION

Medical Surveillance

Prior to an employee being issued a respirator for required use, that employee must be examined and certified by a licensed physician to ensure that he/she is physically capable of wearing the respirator under working conditions. A licensed physician shall determine what physical conditions are pertinent. In situations where an employee routinely uses a respirator for protection against a toxic contaminant, the employee's medical status shall be reviewed annually to ensure that he/she can continue to use the respirator effectively. The exam will also be used to biologically assess if the employee's health has been impaired due to exposure to toxic contaminants.

- Pre-employment x-ray and pulmonary function tests shall be performed. Persons who are found to be physically unable to perform work requiring a respirator shall not be employed for such work.
- Pulmonary function test should be offered at a minimum of one year at no expense to the employee. Persons that have developed conditions that make them unable to work while wearing a respirator cannot be considered for work in an area where the wearing of a respirator may be required.
- Other medical surveillance may be required for other hazardous materials to determine individual exposures, i.e., blood or urine testing for certain metal exposures, etc.

RESPIRATOR SELECTION GUIDE

WORK LOCATION	AIRBORNE HAZARD	NIOSH/MSHA APPROVED RESPIRATOR

RESPIRATORY PROTECTION

RESPIRATOR FIT TEST FORM

1. _____
2. Date of hire: _____ 3. _____
4. Date of last test: _____ 5. _____
6. Respirator type: _____
7. Job classification: _____
8. Quantitative fit test: Yes _____ No _____
9. Qualitative fit test:
 - A. Negative pressure test - seal achieved? Yes _____ No _____
 - B. Positive pressure test - seal achieved? Yes _____ No _____
 - C. Test medium used:
 - Isoamyl Acetate Vapor _____
 - Irritant Smoke _____
 - Other (Note) _____
 - D. Test methods employed in the presence of test medium:
 - Normal breathing _____
 - Heavy breathing _____
 - Side to side head _____
 - movement _____
 - Up and down head _____
 - movement _____
 - Bending forward _____
 - Other, explain _____
 - E. Seal achieved: Yes _____ No _____

Employee Signature _____ Date _____

Tester Signature _____ Date _____

BUSINESS EMERGENCY PLAN
AND
HAZARD COMMUNICATION POLICY

CHANDLER'S SAND & GRAVEL
LOMITA, CA

Prepared by
Jorgensen Environmental
Riverside, CA 92507
714-781-6873

JULY 1989

TABLE OF CONTENTS

BUSINESS IDENTIFICATION DATA	1
OCCUPANCY DATA	2
EMERGENCY RESPONSE	3
EMERGENCY CONTACT INFORMATION	3
EMERGENCY NOTIFICATION	3
MEDICAL ASSISTANCE PLAN	4
EVACUATION MAP	6
PREVENTION PLAN	7
MITIGATION PROCEDURES	9
ABATEMENT PLAN	9
EMPLOYEE TRAINING	9
NEW EMPLOYEES	9
REFRESHER TRAINING	11
AREA MAP	12
SITE MAP	13
FACILITY MAPS	14
PROPOSITION 65 COMPLIANCE	16
NFPA PLACARDING AND HCS LABELLING INFORMATION	18
EMERGENCY INCIDENT TASK COMPLETION SHEET	
EMPLOYEE CHEMICAL TRAINING	
EMPLOYEE CHEMICAL TRAINING SUMMARY	

LOS ANGELES COUNTY FIRE DEPARTMENT
HAZARDOUS MATERIALS BUSINESS PLAN

SECTION I: BUSINESS IDENTIFICATION DATA

A. Business name: CHANDLER'S SAND & GRAVEL

Address: 26311 NARBONNE

City: LOMITA, 90717

Phone: 213-326-1212

B. Mailing address: SAME

City, Zip:

C. Principle business activity: SAND & GRAVEL PRODUCTION AND
READY-MIX CONCRETE

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate and complete.

JOHN ROBERTSON

_____	_____	_____
VICE PRESIDENT	SIGNATURE	DATE

JORGENSEN ENVIRONMENTAL

_____	_____	_____
DOCUMENT PREPARER	SIGNATURE	DATE

*****OFFICIAL USE ONLY*****

DIV 1 BN 14 STA 6 CITY CODE 51 I.D. 6253

O I S P A- _____ INSPECTOR _____

MAILED _____ REC'D _____ FEE GRP _____ BY _____ DATE _____

SECTION II: OCCUPANCY DATA

- A. This business handles a hazardous material or a mixture containing a hazardous material which has a quantity at any one time during the reporting year equal to or greater than a total weight of 500 pounds or a total volume of 55 gallons or 200 cubic feet.
- B. This business does not handle any quantity of a radioactive material.
- C. This business does have underground tanks.
- D. The underground tanks are in service at this time.
- E. Permits
 - 1. Hazardous Materials Underground Storage _____
 - 2. Los Angeles County Health Department
Hazardous Waste Control License _____
 - 3. City of Lomita Business License _____
 - 4. Los Angeles County Business License _____
 - 5. Fire Department permits (List) _____

SECTION III: EMERGENCY RESPONSE

A. EMERGENCY CONTACT INFORMATION

In the event of a release or threatened release of a hazardous material, the emergency coordinator is responsible for initiating response actions by the business to include control, mitigation of the incident and evacuation of the facility personnel.

B. EMERGENCY NOTIFICATION

Immediately report any release or threatened release of a hazardous material to:

- | | |
|---------------------------------|--------------|
| 1. LA COUNTY FIRE DEPARTMENT | 911 |
| 2. OFFICE OF EMERGENCY SERVICES | 800-852-7550 |

INFORMATION REQUIRED:

1. Name of person calling.
2. Name of business and business address.
3. Location of the incident.
4. Type of incident (spill, gas release, etc.)
5. Nature and volume of materials involved.
6. Extent of injuries.
7. Possible hazards to human health and/or environment.

NOTE

All fires must be reported to the Los Angeles County Fire Department immediately even those that can be suppressed by on-site employees.

C. MEDICAL ASSISTANCE PLAN

Employees requiring medical assistance in case of a fire, spill, or other accident are handled in the following manner:

1. For minor or moderately severe injuries, the employee will be transported to:

Torrance Memorial Hospital
3330 Lomita Blvd
Torrance, CA 90505-5073
213-325-9110

2. For more severe injuries, notify the Paramedics by dialing 911.

D. EVACUATION PLAN

Initiation

a. Employees will notify any leadman at the first sign of a fire, spill, police, or medical emergency.

b. The leadman will make a judgment about the proper response to the incident. If he determines the emergency is beyond immediate control, he will verbally notify employees in that area to evacuate, then notify the Emergency Coordinator who will dial 911.

c. If needed, there is 2-way radio and telephone communication to assist in an evacuation.

Batch Plant Assignments

During day shift, the Facility Emergency Coordinators are:

Emergency Coordinator
Roger Williams

Alternate Emergency Coordinator
Roger Williams

Maintenance Shop Assignments

During day shift, the Facility Emergency Coordinators are:

Emergency Coordinator
Jack Robertson

Alternate Emergency Coordinator
Fred Smith

During night shift, the Facility Emergency Coordinators are:

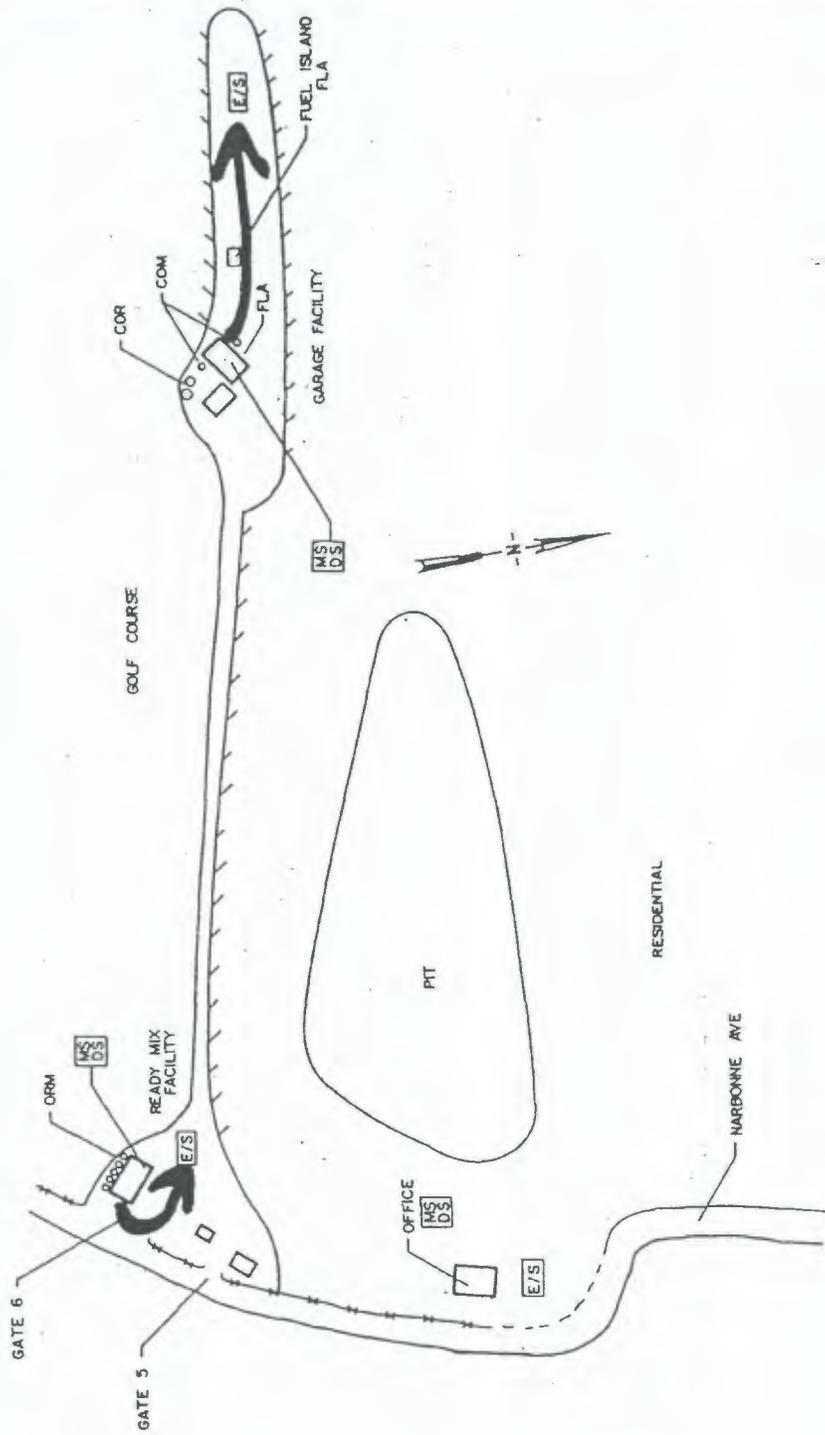
Emergency Coordinator
Jimmy Goodman

Alternate Emergency Coordinator
Johnny Glen

Routes and Staging

Employees will evacuate their work area and make their way by the safest route possible to the Evacuation/Staging area designated for their facility. See Evacuation Map.

Employees are to remain at the staging area until accounted for or until instructed otherwise by company personnel or emergency responders.



EVACUATION MAP
 SCALE: 1" = 375'

JORGENSEN ENVIRONMENTAL

CHANDLER'S SAND & GRAVEL
 26311 NARBONNE
 LOMITA, CA 90717
 213-326-1212

Duties

The Emergency Coordinator will account for employees at the staging area and report the count, including injured or missing persons, to the emergency responders.

E. PREVENTION PLAN

Operational Measures

Absorbent material is on hand to control small spills. The Los Angeles County Fire Department will be notified immediately if a spill or other emergency occurs that cannot be handled by on-site employees.

Employees are required to keep their work areas and the common areas clear and uncluttered to minimize accidents. They are trained at least annually on safe handling of hazardous materials. Copies of the Business Emergency Plan and all Material Safety Data Sheets are available so that employees can stay current on approved safety procedures.

Containers of hazardous materials and hazardous waste are checked periodically for leaks, rust, and corrosion.

Fire extinguishers are located throughout the facility. Employees are shown how to properly use a fire extinguisher. Fire extinguishers are charged and inspected regularly.

Employees are required to use personal safety equipment listed on the Hazard Communication label affixed to containers of hazardous materials or filed with this Business Emergency Plan. Personal safety equipment is provided for jobs requiring them.

Signs are posted and hazardous materials are labelled to comply with OSHA Hazard Communication Standard requirements.

Hazard Communication

Employees are trained as described under **EMPLOYEE TRAINING** to safely handle all hazardous materials used.

Material Safety Data Sheets and the Business Emergency Plan are located in the Main Office, the Superintendent's office (Shop) and Ready Mix dispatch. They are available to all personnel for inspection so that they can determine current hazards and approved procedures for handling any hazardous materials.

LABEL 1

Routes of Entry
○○ Inhalation
○○ Skin Absorption
○○ Ingestion
○○ Skin or Eye Contact

Health Hazards
○○ No Health Hazard
○○ Toxic
○○ Highly Toxic
○○ Reproductive Toxin
○○ Irritant
○○ Corrosive
○○ Sensitizer
○○ Carcinogen

Physical Hazards
○○ No Physical Hazards
○○ Combustible Liquid
○○ Compressed Gas
○○ Oxidizer
○○ Flammable Gas
○○ Explosive
○○ Flammable Liquid/Solid
○○ Pyrophoric
○○ Organic Peroxide
○○ Water Reactive
○○ Unstable

Target Organs & Effects
○○ Lungs
○○ Heart
○○ Kidneys
○○ Eyes
○○ Skin
○○ Prostate
○○ Blood
○○ Liver
○○ Central Nervous System
○○ Cardiovascular System
○○ Mucous Membranes
○○ Autonomic Nervous System
○○ Respiratory System
○○ Mutagen
○○ Teratogen

<input type="checkbox"/>	HEALTH
<input type="checkbox"/>	FLAMMABILITY
<input type="checkbox"/>	REACTIVITY
<input type="checkbox"/>	PROTECTIVE EQUIPMENT

LABEL 2

HAZARDOUS WASTE
FEDERAL AND STATE LAW PROHIBITS IMPROPER DISPOSAL
If Found Contact The Nearest Police Or Public
Safety Authority or the Environmental Protection Agency

Accumulation Start Date: _____
Generator's EPA Identification Number: _____
Name and Address of Generator: _____

Phone No.: _____

Destination, Name and Address: _____

Manifest Number: _____
EPA Hazardous Waste Number: _____
Contents or Description: _____
DOT Proper Shipping Name: _____
DOT Hazard Class: _____

HANDLE WITH CARE

Jack Robertson (Shop) and Gary Thurston (Batch Plant) are responsible for maintaining the MSDS file and for obtaining MSD sheets from vendors for all products used in the plant. Each request must be logged noting the vendor, product, date/time and person contacted.

Chris Behm and Gary Thurston or their designee check incoming containers of hazardous materials to make sure that they clearly indicate the required information. If the vendor's label is inadequate, they mark the container with a proper label. See Label 1.

Jack Robertson or his designee will make sure that hazardous waste is appropriately labelled in accordance with Title 22, Section 66504 of the California Code of Regulations. See Label 2.

NFPA Section 704 placards are posted to assist emergency responders in identifying hazards at the facility.

F. MITIGATION PROCEDURES

Employees are responsible for containing minor emergencies. Absorbent material is available for the containment of minor spills. Fire extinguishers are available to extinguish minor fires.

G. ABATEMENT PLAN

The Los Angeles Fire Department will be notified immediately if facility personnel cannot immediately contain the emergency.

IV. EMPLOYEE TRAINING

A. NEW EMPLOYEES

Employees Handling Hazardous Materials

During their first day of employment new employees receive an orientation and tour of the facility with Jack Robertson or Gary Thurston covering the following points:

1. Reading a Material Safety Data Sheet, and where to obtain them.
2. Review of all Material Safety Data Sheets for chemicals that may be present in their work areas.
3. Warning about all hazardous materials and wastes that may be present in their work areas.
4. How to read Hazard Communication labels on containers of hazardous

- materials.
5. Use of personal safety equipment required for each chemical.
 6. Review of the Business Emergency Plan and where to obtain a copy. Each employee must read the Plan, and sign a statement certifying that they understand it.
 7. Use of a fire extinguisher, and other emergency equipment.
 8. Safe handling and hazard prevention procedures as described under PREVENTION in this Plan.
 9. How to respond in case of an emergency or spill as described under EMERGENCY RESPONSE PROCEDURES in this Plan.
 10. Evacuation procedure. Familiarity with responsibilities as identified under EMERGENCY RESPONSE PROCEDURES in this Plan.
 11. Watching for leaks, vapors, or other indications of potential hazards.

At the end of the training session, the new employee receives a form specifying what type of training was received. The employee verifies all elements and signs if the statement is accurate. All training records are retained in the employee's personnel file for at least three years after termination.

Employees Coordinating With Emergency Responders

Only designated Emergency Coordinators are responsible for coordinating with local emergency responders. A new Emergency Coordinator receives training from his predecessor and from the contents of this Business Emergency Plan.

Employees Deploying Emergency Equipment

All employees are required to respond to an emergency. New employees are shown where hazardous materials are stored. They are shown where fire extinguishers and personal protection equipment are located and instructed on their proper use. They are also shown how to contain spills. Finally, they are required to read this Business Emergency Plan during their first week of work.

B. REFRESHER TRAINING

Employees Handling Hazardous Materials

Jack Robertson or Gary Thurston provide refresher training to all employees at least annually. The trainer reviews each point listed above for new employees and other points pertaining to the safe operation of particular equipment.

At the end of any training session, employees are given a form specifying what type of training was received. The employee verifies all elements and signs if the statement is accurate. All training records are retained in the employee's personnel file for at least three years after termination.

Employees Coordinating With First Responders

Only designated Emergency Coordinators are responsible for coordinating with local emergency responders. They are required to review this Business Emergency Plan at least annually.

Employees Deploying Emergency Equipment

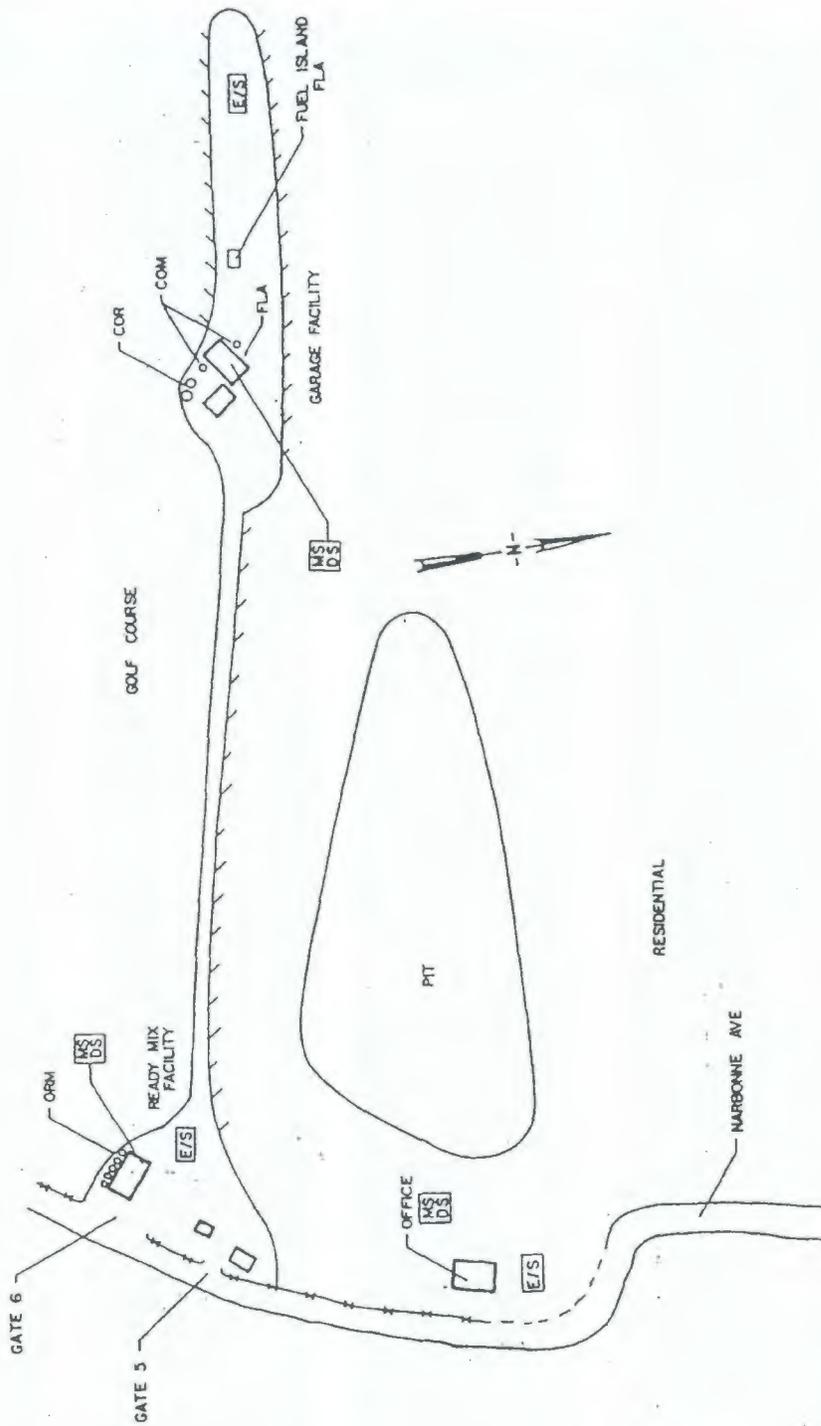
Employees are required to review this Business Emergency Plan at least annually. In addition, they review the location and proper use of fire extinguishers, spill control material and personal protection equipment.



AREA MAP
SCALE: 1" = 1/2 MILE

JORGENSEN ENVIRONMENTAL

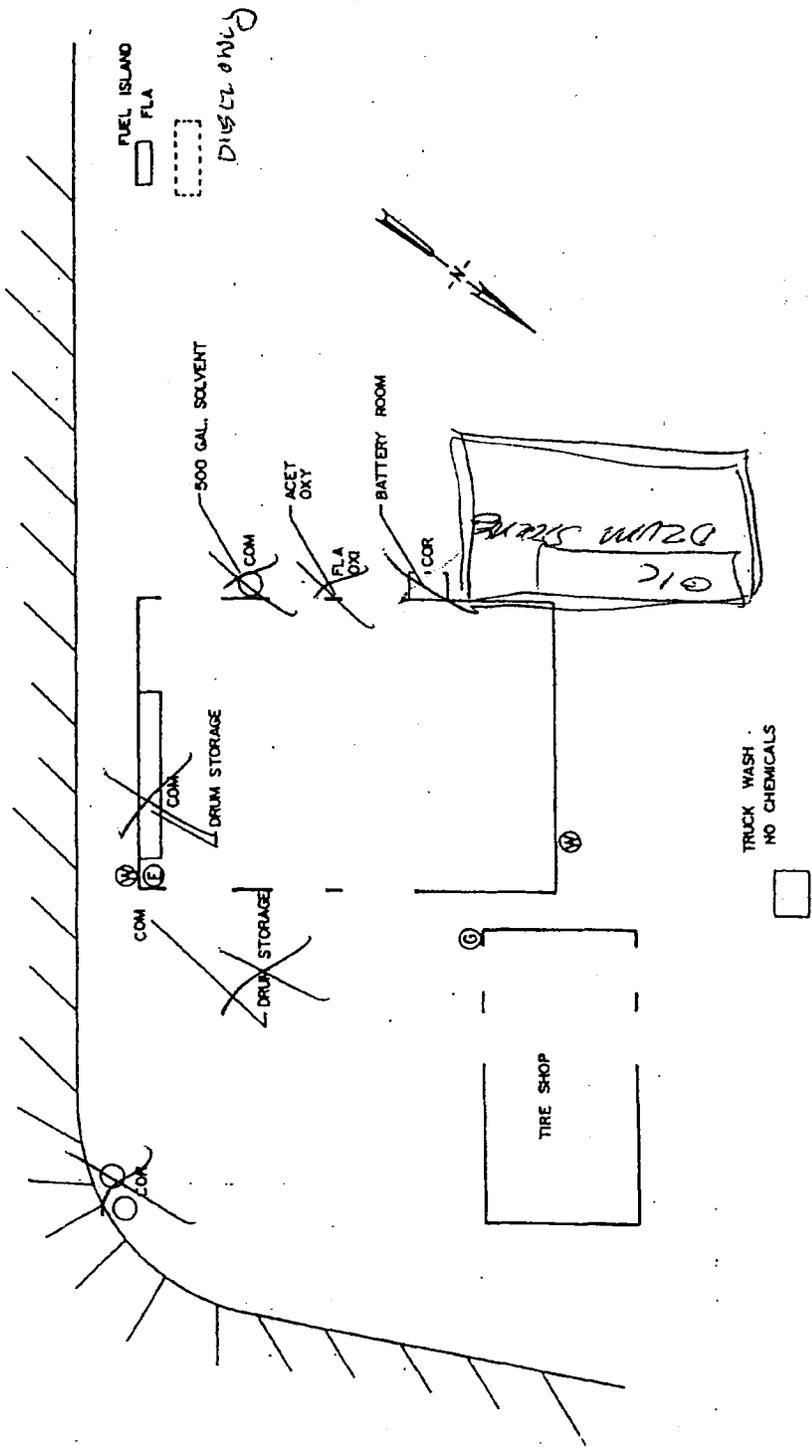
CHANDLER'S SAND & GRAVEL
26311 NARBONNE
LOMITA, CA 90717
213-326-1212



SITE MAP
 SCALE: 1" = 375'

JORGENSEN ENVIRONMENTAL

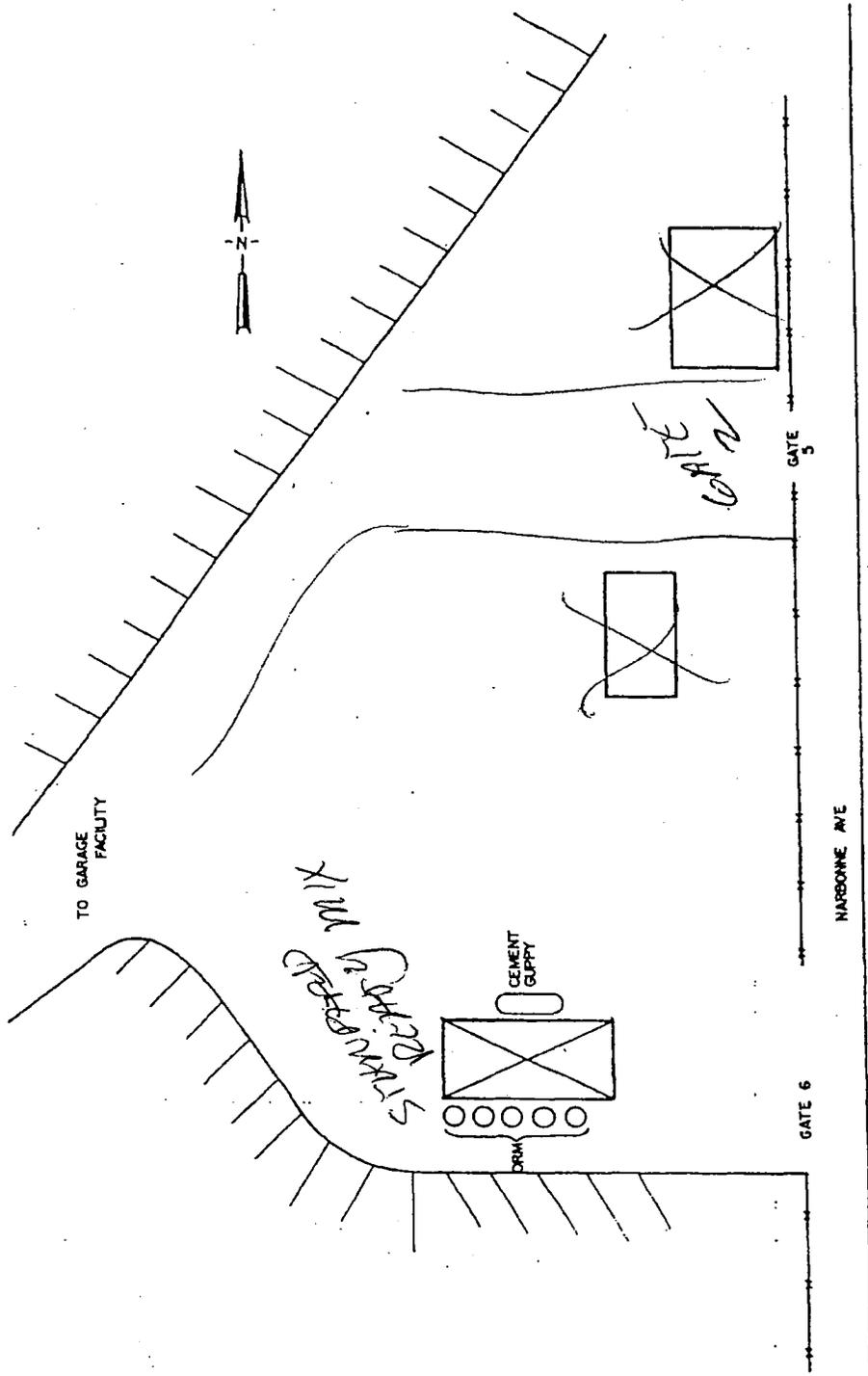
CHANDLER'S SAND & GRAVEL
 26311 NARBONNE
 LOMITA, CA 90717
 213-326-1212



FACILITY MAP, GARAGE
SCALE: 1" = 50'

CHANDLER'S SAND & GRAVEL
26311 NARBONNE
LOMITA, CA 90717
213-326-1212

JORGENSEN ENVIRONMENTAL



FACILITY MAP, BATCH PLANT
 SCALE: 1" = 50'

JORGENSEN ENVIRONMENTAL

CHANDLER'S SAND & GRAVEL
 26311 NARBONNE
 LOMITA, CA 90717
 213-326-1212

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY
 Reporting Period: January 1 to December 31, 1989

Facility Unit: GARAGE

Page 1 of 10

Business Name: CHANDLER SAND AND GRAVEL [XX] Site Map Attached
 Site Address: 26311 NARBONNE City: LONITA
 Telephone: 213-326-1212 State: CA Zip: 90717
 Mailing Address: 26311 NARBONNE City: LONITA
 Dun & Bradstreet: State: CA Zip: 90717
 Name of Emergency Coordinator: JACK ROBERTSON
 Title: 24 Hour Telephone:
 Name of Alternate Emergency Coordinator: FRED SMITH
 Title: 24 Hour Telephone:
 Principle Business Activity: SAND AND GRAVEL PRODUCTION AND READY MIX CONCRETE
 E.P.A. Waste Generator I.D.: SIC Code: 3272, 3273
 Purpose of Disclosure: [XX] Annual [] Previously Undisclosed Materials
 [] 100% Change in Quantity [] Change of Business Name/Address/Ownership

Chemical Name: ETHYNE CAS #: 00074-86-2
 Common Name: ACETYLENE UN ID: NA1001
 Three Most Hazardous Component Chemical Names.
 1. ETHYNE % wt: 100 CAS #: 00074-86-2
 2. % wt: CAS #:
 3. % wt: CAS #:
 Location of Chemical: OUTSIDE SOUTH WALL Storage Code: L
 Maximum Amount: lb. gal. 1685 ft3 Use Code: 47
 Annual Amount: Average Daily Amount: 00 No. of Days on Site: 365
 Storage Pressure Code: 2 Temperature Code: 4 Waste Classification:
 Physical Hazards: [XX] Fire [XX] Sudden Pressure Release [XX] Reactivity
 Health Hazards: [] Acute [] Chronic [] TRADE SECRET
 Physical State: [] Solid [] Liquid [XX] Gas [XX] Pure [] Mixture [] Waste

CERTIFICATION: I certify under penalty of law that I have personally examined and am familiar with the information submitted and believe the submitted information is true, accurate, and complete.

Print Name of Owner/Operator _____
 Print Name of Document Preparer _____
 Signature of Owner/Operator _____

***** OFFICIAL USE ONLY *****

DIV. _____ BN. _____ STA. _____ CITY CODE _____ [] O [] I [] S [] P [] A-
 MAILED _____ REC'D _____ INSPECTOR _____ I.D. # _____

TOTAL QTY _____ FEE GROUP _____ DATE _____ BY _____

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY
 Reporting Period: January 1 to December 31, 1989

Facility Unit: GARAGE

Page 2 of 10

Business Name: CHANDLER'S SAND & GRAVEL Telephone: 213-326-1212
 Site Address: 26311 NARBONNE City: LOMITA

Chemical Name: OXYGEN CAS #: 07782-44-7
 Common Name: OXYGEN UN ID: UN1072
 Three Most Hazardous Component Chemical Names.
 1. OXYGEN % wt: 100 CAS #: 07782-44-7
 2. % wt: CAS #:
 3. % wt: CAS #:

Location of Chemical: OUTSIDE SOUTH WALL Storage Code: L
 Maximum Amount: lb. gal. 1685 ft3 Use Code: 47
 Annual Amount: Average Daily Amount: No. of Days on Site: 365
 Storage Pressure Code: 2 Temperature Code: 4 Waste Classification:
 Physical Hazards: [XX] Fire [XX] Sudden Pressure Release [] Reactivity
 Health Hazards: [] Acute [] Chronic [] TRADE SECRET
 Physical State: [] Solid [] Liquid [XX] Gas [XX] Pure [] Mixture [] Waste

Chemical Name: PETROLEUM DISTILLATES CAS #: --
 Common Name: UNOCAL 365 SOLVENT UN ID: UN1993
 Three Most Hazardous Component Chemical Names.
 1. ALIPHATIC PETROLEUM DISTILLATES % wt: 100 CAS #: 64741-41-9
 2. % wt: CAS #:
 3. % wt: CAS #:

Location of Chemical: OUTSIDE SOUTH WALL Storage Code: A
 Maximum Amount: lb. 500 gal. ft3 Use Code: 09
 Annual Amount: Average Daily Amount: 02 No. of Days on Site: 365
 Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:
 Physical Hazards: [XX] Fire [] Sudden Pressure Release [] Reactivity
 Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET
 Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

Chemical Name: PETROLEUM HYDROCARBONS CAS #:
 Common Name: DIESEL #2 UN ID: NA1993
 Three Most Hazardous Component Chemical Names.
 1. PETROLEUM DISTILLATES % wt: 100 CAS #: --
 2. % wt: CAS #:
 3. % wt: CAS #:

Location of Chemical: NEAR FUEL ISLAND Storage Code: B
 Maximum Amount: lb. 48,000 gal. ft3 Use Code: 22
 Annual Amount: Average Daily Amount: 04 No. of Days on Site: 365
 Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:
 Physical Hazards: [XX] Fire [] Sudden Pressure Release [] Reactivity
 Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET
 Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY
 Reporting Period: January 1 to December 31, 1989

Facility Unit: GARAGE

Page 3 of 10

Business Name: CHANDLER'S SAND & GRAVEL Telephone: 213-326-1212
 Site Address: 26311 MARBONNE City: LOMITA

Chemical Name: GASOLINE, UNLEADED CAS #:
 Common Name: GASOLINE, UNLEADED UN ID: UN1203

Three Most Hazardous Component Chemical Names.

- | | | |
|------------|-----------|-------------------|
| 1. TOLUENE | % wt: <25 | CAS #: 00108-88-3 |
| 2. XYLENE | % wt: <25 | CAS #: 01330-20-7 |
| 3. BENZENE | % wt: <5 | CAS #: 00071-43-2 |

Location of Chemical: NEAR FUEL ISLAND Storage Code: B

Maximum Amount: lb. 10,000 gal. ft3 Use Code: 22

Annual Amount: Average Daily Amount: 03 No. of Days on Site: 365

Storage Pressure Code: Temperature Code: Waste Classification:

Physical Hazards: Fire Sudden Pressure Release Reactivity
 Health Hazards: Acute Chronic TRADE SECRET
 Physical State: Solid Liquid Gas Pure Mixture Waste

Chemical Name: PETROLEUM HYDROCARBONS CAS #:
 Common Name: MOTOR OIL 15W/40 UN ID: UN1270

Three Most Hazardous Component Chemical Names.

- | | | |
|---------------------------|-----------|-----------|
| 1. PETROLEUM HYDROCARBONS | % wt: >95 | CAS #: -- |
| 2. ADDITIVES | % wt: <5 | CAS #: -- |
| 3. | % wt: | CAS #: |

Location of Chemical: NEAR FUEL ISLAND Storage Code: B

Maximum Amount: lb. 4,000 gal. ft3 Use Code: 29

Annual Amount: Average Daily Amount: 03 No. of Days on Site: 365

Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:

Physical Hazards: Fire Sudden Pressure Release Reactivity
 Health Hazards: Acute Chronic TRADE SECRET
 Physical State: Solid Liquid Gas Pure Mixture Waste

Chemical Name: PHOS-OFF CAS #:
 Common Name: ACID WASH UN ID: UN1805

Three Most Hazardous Component Chemical Names.

- | | | |
|------------------------|----------|-------------------|
| 1. PHOSPHORIC ACID | % wt: -- | CAS #: 07664-38-2 |
| 2. 2-BUTOXYETHANOL | % wt: -- | CAS #: 00111-76-2 |
| 3. DECYLOXYPROPYLAMINE | % wt: -- | CAS #: 68478-95-5 |

Location of Chemical: WEST OF GARAGE Storage Code: A

Maximum Amount: lb. 375 gal. ft3 Use Code: 09

Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365

Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:

Physical Hazards: Fire Sudden Pressure Release Reactivity
 Health Hazards: Acute Chronic TRADE SECRET
 Physical State: Solid Liquid Gas Pure Mixture Waste

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY
 Reporting Period: January 1 to December 31, 1989

Facility Unit: GARAGE

Page 4 of 10

Business Name: CHANDLER'S SAND & GRAVEL
 Site Address: 26311 NARBONNE

Telephone: 213-326-1212
 City: LOMITA

Chemical Name: TO-2
 Common Name: ACID WASH

CAS #:
 UN ID: UN1805

Three Most Hazardous Component Chemical Names.

- | | | |
|------------------------------------|----------|-------------------|
| 1. HYDROCHLORIC ACID | % wt: -- | CAS #: 07647-01-0 |
| 2. MONYLPHENOXYPOLY-ETHANOL | % wt: -- | CAS #: 09016-45-9 |
| 3. ETHYLENE GLYCOL MONOBUTYL ETHER | % wt: -- | CAS #: 00111-76-2 |

Location of Chemical: WEST OF GARAGE

Storage Code: A

Maximum Amount: lb. 375 gal. ft3 Use Code: 09

Annual Amount: Average Daily Amount: No. of Days on Site: 365

Storage Pressure Code: Temperature Code: Waste Classification:

Physical Hazards: Fire Sudden Pressure Release Reactivity

Health Hazards: Acute Chronic TRADE SECRET

Physical State: Solid Liquid Gas Pure Mixture Waste

Chemical Name: PETROLEUM HYDROCARBONS

CAS #:

Common Name: HYDRAULIC TRACTOR FLUID

UN ID: NA1270

Three Most Hazardous Component Chemical Names.

- | | | |
|---------------------------|----------|-------------------|
| 1. PETROLEUM HYDROCARBONS | % wt: -- | CAS #: 64742-65-0 |
| 2. | % wt: | CAS #: |
| 3. | % wt: | CAS #: |

Location of Chemical: DRUM STORAGE (INSIDE & OUTSIDE)

Storage Code: D

Maximum Amount: lb. 165 gal. ft3 Use Code: 29

Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365

Storage Pressure Code: Temperature Code: Waste Classification:

Physical Hazards: Fire Sudden Pressure Release Reactivity

Health Hazards: Acute Chronic TRADE SECRET

Physical State: Solid Liquid Gas Pure Mixture Waste

Chemical Name: PETROLEUM HYDROCARBONS

CAS #:

Common Name: MP GEAR LUBE

UN ID: UN1270

Three Most Hazardous Component Chemical Names.

- | | | |
|---------------------------|----------|-------------------|
| 1. PETROLEUM HYDROCARBONS | % wt: -- | CAS #: 64742-65-0 |
| 2. | % wt: | CAS #: |
| 3. | % wt: | CAS #: |

Location of Chemical: DRUM STORAGE (INSIDE & OUTSIDE)

Storage Code: D

Maximum Amount: lb. 330 gal. ft3 Use Code: 29

Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365

Storage Pressure Code: Temperature Code: Waste Classification:

Physical Hazards: Fire Sudden Pressure Release Reactivity

Health Hazards: Acute Chronic TRADE SECRET

Physical State: Solid Liquid Gas Pure Mixture Waste

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY
 Reporting Period: January 1 to December 31, 1989

Facility Unit: GARAGE

Page 5 of 10

Business Name: CHANDLER'S SAND & GRAVEL
 Site Address: 26311 NARBONNE

Telephone: 213-326-1212
 City: LOMITA

Chemical Name: PETROLEUM HYDROCARBONS
 Common Name: EP-2 GREASE

CAS #: --
 UN ID: UN1270

Three Most Hazardous Component Chemical Names.

- | | | |
|---------------------------|----------|-----------|
| 1. PETROLEUM HYDROCARBONS | % wt: -- | CAS #: -- |
| 2. | % wt: | CAS #: |
| 3. | % wt: | CAS #: |

Location of Chemical: INSIDE GARAGE Storage Code: D

Maximum Amount: 1230 lb. gal. ft3 Use Code: 29

Annual Amount: Average Daily Amount: 02 No. of Days on Site: 365

Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:

Physical Hazards: Fire Sudden Pressure Release Reactivity

Health Hazards: Acute Chronic TRADE SECRET

Physical State: Solid Liquid Gas Pure Mixture Waste

Chemical Name: PETROLEUM HYDROCARBONS

CAS #:

Common Name: AUTOMATIC TRANSMISSION FLUID

UN ID: UN1270

Three Most Hazardous Component Chemical Names.

- | | | |
|---------------------------|-------|--------|
| 1. PETROLEUM HYDROCARBONS | % wt: | CAS #: |
| 2. | % wt: | CAS #: |
| 3. | % wt: | CAS #: |

Location of Chemical: DRUM STORAGE Storage Code: D

Maximum Amount: lb. 55 gal. ft3 Use Code: 29

Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365

Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:

Physical Hazards: Fire Sudden Pressure Release Reactivity

Health Hazards: Acute Chronic TRADE SECRET

Physical State: Solid Liquid Gas Pure Mixture Waste

Chemical Name: GUARDOL 15W/40

CAS #:

Common Name:

UN ID: UN1270

Three Most Hazardous Component Chemical Names.

- | | | |
|---------------------------|-----------|-----------|
| 1. PETROLEUM HYDROCARBONS | % wt: <95 | CAS #: -- |
| 2. ADDITIVES | % wt: <5 | CAS #: -- |
| 3. | % wt: | CAS #: |

Location of Chemical: Storage Code: D

Maximum Amount: lb. 110 gal. ft3 Use Code: 29

Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365

Storage Pressure Code: Temperature Code: Waste Classification:

Physical Hazards: Fire Sudden Pressure Release Reactivity

Health Hazards: Acute Chronic TRADE SECRET

Physical State: Solid Liquid Gas Pure Mixture Waste

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY

Reporting Period: January 1 to December 31, 1989

Facility Unit: GARAGE

Page 6 of 10

Business Name: CHANDLER'S SAND & GRAVEL
 Site Address: 26311 NARBONNE

Telephone: 213-326-1212
 City: LONITA

Chemical Name: COOLING SYSTEM TREATMENT
 Common Name: LUBER-FINER

CAS #: --
 UN ID: --

Three Most Hazardous Component Chemical Names.

- | | | | |
|---------------------|-------|--------|------------|
| 1. SODIUM NITRITE | % wt: | CAS #: | 07632-00-0 |
| 2. SODIUM HYDROXIDE | % wt: | CAS #: | 01310-73-2 |
| 3. SODIUM NITRATE | % wt: | CAS #: | 07631-99-4 |

Location of Chemical:

Storage Code: D

Maximum Amount: lb. 110 gal. ft3 Use Code: 10

Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365

Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:

Physical Hazards: [] Fire [] Sudden Pressure Release [] Reactivity

Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET

Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

Chemical Name: GUARDOL MOTOR OIL SAE 30 & SAE 50
 Common Name:

CAS #: --
 UN ID: --

Three Most Hazardous Component Chemical Names.

- | | | | | |
|---------------------------|-------|-----|--------|----|
| 1. PETROLEUM HYDROCARBONS | % wt: | <95 | CAS #: | -- |
| 2. ADDITIVES | % wt: | <5 | CAS #: | -- |
| 3. | % wt: | | CAS #: | |

Location of Chemical:

Storage Code: D

Maximum Amount: lb. 110 gal. ft3 Use Code: 29

Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365

Storage Pressure Code: Temperature Code: Waste Classification:

Physical Hazards: [XX] Fire [] Sudden Pressure Release [] Reactivity

Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET

Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

Chemical Name: MINERAL OIL
 Common Name: UNAX AW46

CAS #: --
 UN ID: UN1270

Three Most Hazardous Component Chemical Names.

- | | | | | |
|-------------------------|-------|-----|--------|----|
| 1. REFINED MINERAL OILS | % wt: | <99 | CAS #: | -- |
| 2. ADDITIVES | % wt: | >1 | CAS #: | -- |
| 3. | % wt: | | CAS #: | |

Location of Chemical: DRUM STORAGE

Storage Code: D

Maximum Amount: lb. 330 gal. ft3 Use Code: 29

Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365

Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:

Physical Hazards: [XX] Fire [] Sudden Pressure Release [] Reactivity

Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET

Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY

Reporting Period: January 1 to December 31, 1989

Facility Unit: GARAGE

Page 7 of 10

Business Name: CHANDLER'S SAND & GRAVEL
 Site Address: 26311 NARBONNE

Telephone: 213-326-1212
 City: LOMITA

Chemical Name:

CAS #:

Common Name: WASTE OIL

UN ID:

Three Most Hazardous Component Chemical Names.

- | | | |
|----|-------|--------|
| 1. | % wt: | CAS #: |
| 2. | % wt: | CAS #: |
| 3. | % wt: | CAS #: |

Location of Chemical: NEAR FUEL ISLAND

Storage Code: B

Maximum Amount: lb. 10,000 gal.

ft3 Use Code: 45

Annual Amount: 03 Average Daily Amount: 02

No. of Days on Site: 365

Storage Pressure Code: 1 Temperature Code: 4

Waste Classification: CAL 221

Physical Hazards: Fire Sudden Pressure Release Reactivity

Health Hazards: Acute Chronic TRADE SECRET

Physical State: Solid Liquid Gas Pure Mixture Waste

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY

Reporting Period: January 1 to December 31, 1989

Facility Unit: READY MIX BATCH PLANT

Page 8 of 10

Business Name: CHANDLER'S SAND & GRAVEL
 Site Address: 26311 NARBONNE

Telephone: 213-326-1212
 City: LOMITA

Chemical Name: POZZOLITH 122 HE

CAS #: --

Common Name: CONCRETE ADDITIVE

UN ID: --

Three Most Hazardous Component Chemical Names.

- | | | |
|------------------------------------|-------|--------|
| 1. NO HAZARDOUS INGREDIENTS LISTED | { wt: | CAS #: |
| 2. | { wt: | CAS #: |
| 3. | { wt: | CAS #: |

Location of Chemical: BATCH PLANT

Storage Code: A

Maximum Amount: lb. 1,500 gal. ft3 Use Code: 01

Annual Amount: Average Daily Amount: 02 No. of Days on Site: 365

Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:

Physical Hazards: [] Fire [] Sudden Pressure Release [] Reactivity

Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET

Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

Chemical Name: PORTLAND CEMENT

CAS #: --

Common Name: CEMENT

UN ID: --

Three Most Hazardous Component Chemical Names.

- | | | |
|----------------------|------------|-----------|
| 1. CALCIUM COMPOUNDS | { wt: <100 | CAS #: -- |
| 2. ALKALI SULFATES | { wt: -- | CAS #: -- |
| 3. ALKALINE OXIDES | { wt: -- | CAS #: -- |

Location of Chemical: BATCH PLANT

Storage Code: P

Maximum Amount: -500,000 lb. gal. Yt3 Use Code: 37

Annual Amount: Average Daily Amount: 04 No. of Days on Site: 365

Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:

Physical Hazards: [] Fire [] Sudden Pressure Release [] Reactivity

Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET

Physical State: [XX] Solid [] Liquid [] Gas [] Pure [XX] Mixture [] Waste

Chemical Name: POLYBEED

CAS #:

Common Name: CEMENT DISPERSING AGENT

UN ID: --

Three Most Hazardous Component Chemical Names.

- | | | |
|--------------------|------------|-------------------|
| 1. TRIETHANOLAMINE | { wt: 1-10 | CAS #: 00102-71-6 |
| 2. | { wt: | CAS #: |
| 3. | { wt: | CAS #: |

Location of Chemical: BATCH PLANT

Storage Code: A

Maximum Amount: lb. 1,500 gal. ft3 Use Code: 01

Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365

Storage Pressure Code: Temperature Code: Waste Classification:

Physical Hazards: [] Fire [] Sudden Pressure Release [] Reactivity

Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET

Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY
 Reporting Period: January 1 to December 31, 1989

Facility Unit: READY MIX BATCH PLANT

Page 9 of 10

Business Name: CHANDLER'S SAND & GRAVEL Telephone: 213-326-1212
 Site Address: 26311 NARBONNE City: LOMITA

Chemical Name: CALCIUM CHLORIDE SOLUTION CAS #: --
 Common Name: CALCIUM CHLORIDE SOLUTION UN ID: --
 Three Most Hazardous Component Chemical Names.
 1. CALCIUM CHLORIDE % wt: CAS #: 10043-52-4
 2. % wt: CAS #:
 3. % wt: CAS #:
 Location of Chemical: BATCH PLANT Storage Code: A
 Maximum Amount: lb. 2,000 gal. ft3 Use Code: 01
 Annual Amount: Average Daily Amount: 02 No. of Days on Site: 365
 Storage Pressure Code: 1 Temperature Code: 04 Waste Classification:
 Physical Hazards: [] Fire [] Sudden Pressure Release [] Reactivity
 Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET
 Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

Chemical Name: POZZOLITH 300R CAS #: --
 Common Name: UN ID: --
 Three Most Hazardous Component Chemical Names.
 1. PHENOLIC BIOSTAT % wt: -- CAS #: --
 2. % wt: CAS #:
 3. % wt: CAS #:
 Location of Chemical: BATCH PLANT Storage Code: A
 Maximum Amount: lb. 220 gal. ft3 Use Code: 01
 Annual Amount: Average Daily Amount: 01 No. of Days on Site: 365
 Storage Pressure Code: 1 Temperature Code: 04 Waste Classification:
 Physical Hazards: [] Fire [] Sudden Pressure Release [] Reactivity
 Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET
 Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

Chemical Name: POZZOLITH 322H CAS #: --
 Common Name: CONCRETE WATER REDUCING AGENT UN ID: --
 Three Most Hazardous Component Chemical Names.
 1. NO HAZARDOUS INGREDIENTS LISTED % wt: -- CAS #: --
 2. % wt: CAS #:
 3. % wt: CAS #:
 Location of Chemical: BATCH PLANT Storage Code: A
 Maximum Amount: lb. 1,500 gal. ft3 Use Code: 01
 Annual Amount: Average Daily Amount: 02 No. of Days on Site: 365
 Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:
 Physical Hazards: [] Fire [] Sudden Pressure Release [] Reactivity
 Health Hazards: [XX] Acute [] Chronic [] TRADE SECRET
 Physical State: [] Solid [XX] Liquid [] Gas [] Pure [XX] Mixture [] Waste

LOS ANGELES COUNTY FIRE DEPARTMENT HAZARDOUS MATERIALS INVENTORY
 Reporting Period: January 1 to December 31, 1989

Facility Unit: READY MIX BATCH PLANT

Page 10 of 10

Business Name: CHANDLER'S SAND & GRAVEL Telephone: 213-326-1212
 Site Address: 26311 NARBONNE City: LOMITA

Chemical Name: MICROAIR CAS #:
 Common Name: UN ID: --
 Three Most Hazardous Component Chemical Names.
 1. POTASSIUM HYDROXIDE % wt: 2 CAS #: 01310-58-3
 2. % wt: CAS #:
 3. % wt: CAS #:
 Location of Chemical: BATCH PLANT Storage Code: A
 Maximum Amount: lb. 500 gal. ft3 Use Code: 01
 Annual Amount: Average Daily Amount: 02 No. of Days on Site: 365
 Storage Pressure Code: 1 Temperature Code: 4 Waste Classification:
 Physical Hazards: Fire Sudden Pressure Release Reactivity
 Health Hazards: Acute Chronic TRADE SECRET
 Physical State: Solid Liquid Gas Pure Mixture Waste

Chemical Name: CAS #:
 Common Name: UN ID:
 Three Most Hazardous Component Chemical Names.
 1. % wt: CAS #:
 2. % wt: CAS #:
 3. % wt: CAS #:
 Location of Chemical: Storage Code:
 Maximum Amount: lb. gal. ft3 Use Code:
 Annual Amount: Average Daily Amount: No. of Days on Site: 365
 Storage Pressure Code: Temperature Code: Waste Classification:
 Physical Hazards: Fire Sudden Pressure Release Reactivity
 Health Hazards: Acute Chronic TRADE SECRET
 Physical State: Solid Liquid Gas Pure Mixture Waste

Chemical Name: CAS #:
 Common Name: UN ID:
 Three Most Hazardous Component Chemical Names.
 1. % wt: CAS #:
 2. % wt: CAS #:
 3. % wt: CAS #:
 Location of Chemical: Storage Code:
 Maximum Amount: lb. gal. ft3 Use Code:
 Annual Amount: Average Daily Amount: No. of Days on Site: 365
 Storage Pressure Code: Temperature Code: Waste Classification:
 Physical Hazards: Fire Sudden Pressure Release Reactivity
 Health Hazards: Acute Chronic TRADE SECRET
 Physical State: Solid Liquid Gas Pure Mixture Waste

PROPOSITION 65 COMPLIANCE

The Safe Drinking Water and Toxic Enforcement Act of 1986, more commonly known as Proposition 65, requires that businesses that expose employees to certain listed chemicals that have been found by the State of California to cause cancer or reproductive harm to warn those employees in a "clear and reasonable" manner.

There are three types of exposure that are discussed below for which warnings must be posted:

1. Environmental
2. Consumer
3. Occupational

The environmental exposure warning probably does not apply to you, because you do not discharge pollutants into the atmosphere. The consumer exposure warning also probably does not apply to you because products that you sell are unlikely to release listed chemicals during use. However, you should consult with an experienced attorney to further define your responsibilities.

The occupational exposure warning directly applies to you. The following products contain a chemical listed by Proposition 65:

1. Petroleum products including diesel fuel, hydraulic oil, motor oil, gear lube, safety solvent, etc. may contain benzene. This also includes waste oil.
2. Propane, may contain benzene.

You should know that paints, oils and other chemicals that you use in small quantities may contain listed chemicals. You should check the MSDS on other products that you use and compare their ingredients to a current Proposition 65 List. Or you may call us at any time to check on a specific product; have the MSDS ready.

Therefore, at every location or within view of every location where these products are likely to be used, handled or stored, you must post a sign that, at a minimum, says:

WARNING: Detectable amounts of chemicals known by the State of California to cause cancer or reproductive toxicity can be found in and around this facility.

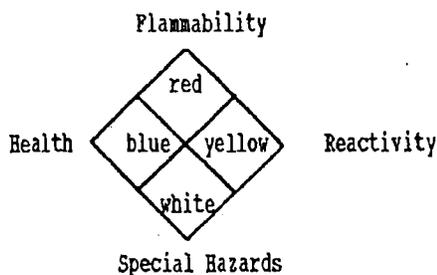
This is a minimum requirement and does not guarantee compliance.

The sign must be sufficiently large that all persons likely to come in contact with the products are able to see it. The warning may be posted in Spanish, but this is not specifically required, although it is a prudent choice in your case.

National Fire Protection Association (NFPA)
Section 704 Placarding Standard Key

The standard uses a diamond placard with four defined regions indicating the flammability, reactivity, health and special hazards within the facility, area, or room. The top area is colored red and denotes flammability. The left-hand region is colored blue and denotes the potential hazard to health. The right-hand region colored yellow denotes the potential reactivity of the material.

For flammability, health, and reactivity there is a corresponding value from 0 to 4 indicating relative potential hazard. A value of 0 indicates no hazard.



Health

- 4 may be fatal on short exposure.
- 3 corrosive or toxic; avoid skin contact.
- 2 harmful if inhaled or swallowed.
- 1 may cause irritation.

Fire

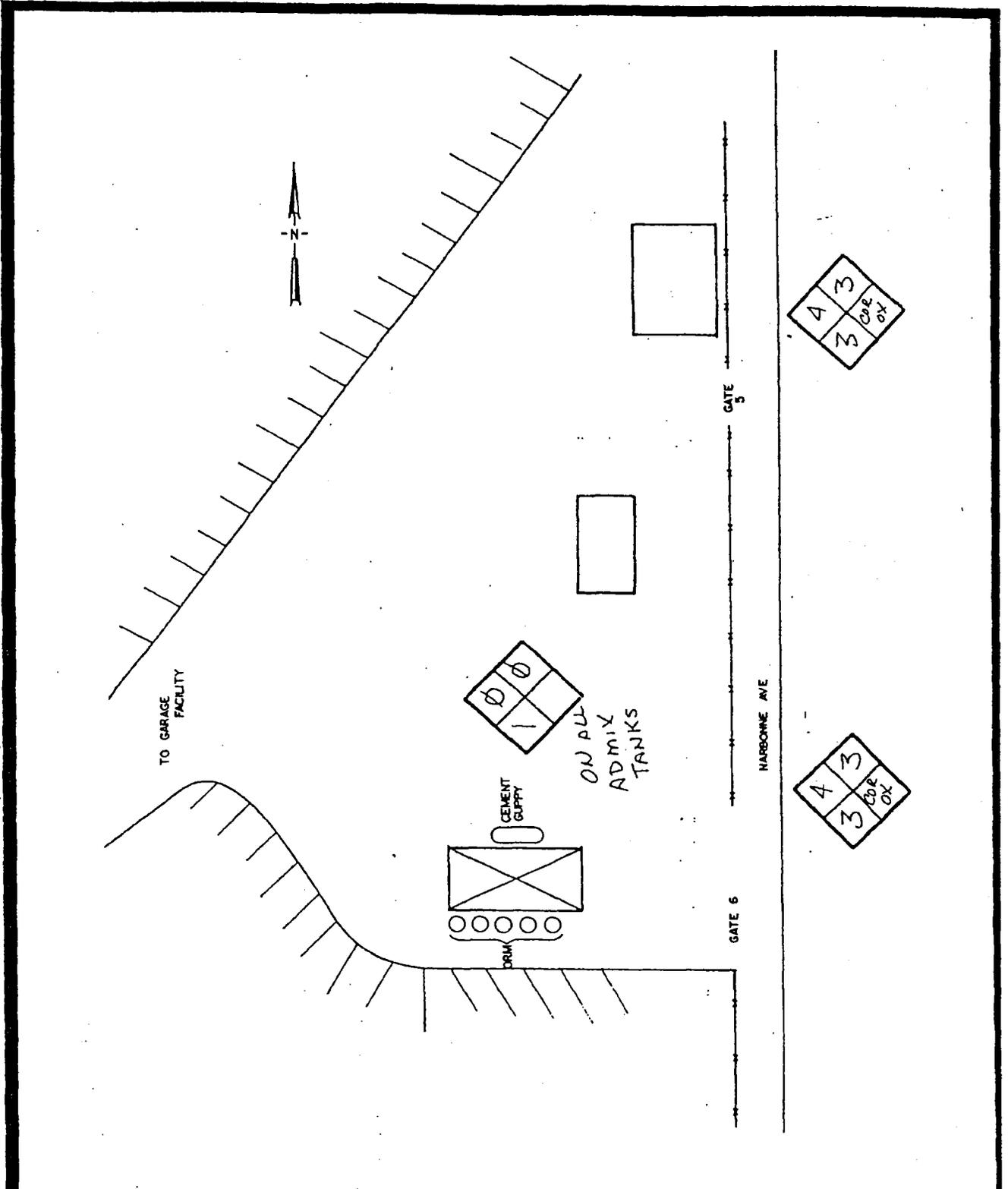
- 4 flammable gas or flammable liquid; flash point below 73F.
- 3 flammable liquid, flash point between 73F and 100F.
- 2 combustible liquids; flash point between 100F and 200F.
- 1 combustible if heated; flash point >200F.

Reactivity

- 4 explosive at room temperature.
- 3 explosive when heated.
- 2 unstable or reacts with violently with water.
- 1 may react if heated.

The special hazard region identifies other dangers; CORR indicates corrosivity, OXY indicates the chemical is an oxidizer, and W indicates that the product reacts with water.

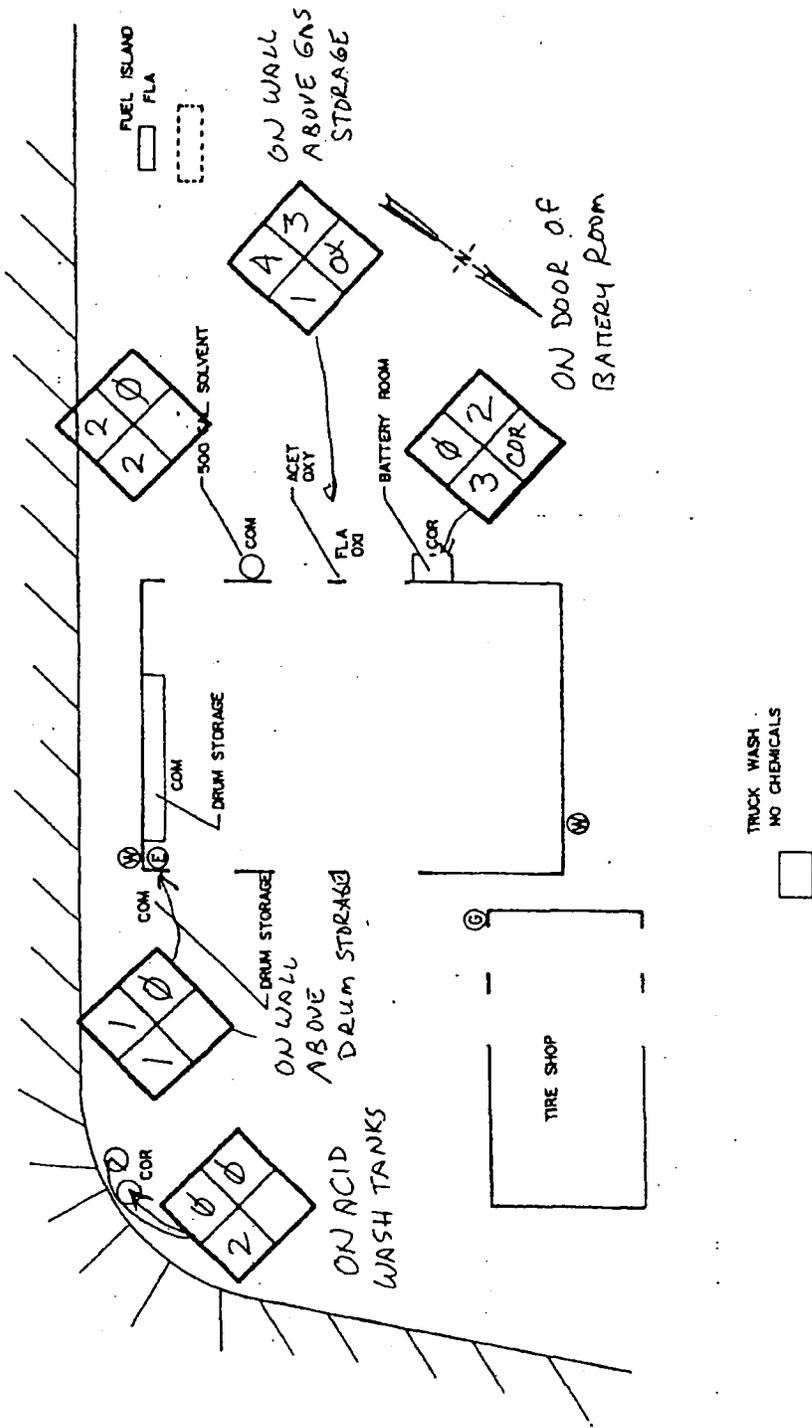
On the map following this page all signs indicated as MAIN FACILITY PLACARDS must be 15", and all other signs must be at least 8". Presented below is a key for marking and identifying markings on placards.



NPFA PLACARDING
 SCALE: 1" = 50'

JORGENSEN ENVIRONMENTAL

CHANDLER'S SAND & GRAVEL
 26311 NARBONNE
 LOMITA, CA 90717
 213-326-1212



NFPA PLACARDING
 SCALE: 1" = 50'

CHANDLER'S SAND & GRAVEL
 26311 NARBONNE
 LOMITA, CA 90717
 213-326-1212

JORGENSEN ENVIRONMENTAL

ACETYLENE (Ethyne)

Health	1
Flammability	4
Reactivity	3
Protective Equipment	See supervisor
Physical Hazards Compressed gas Flammable gas	Routes of Entry Ingestion Inhalation
Health Hazards No health hazard	Target Organs & Effects Dizziness Eyes Lungs

CALCIUM CHLORIDE

Health	1
Flammability	0
Reactivity	0
Protective Equipment	Safety goggles, gloves
Physical Hazards No physical hazards	Routes of Entry Ingestion Skin or eye contact
Health Hazards Irritant	Target Organs & Effects Eyes Skin

CEMENT, PORTLAND

Health	1
Flammability	0
Reactivity	0
Protective Equipment	Safety goggles, gloves
Physical Hazards	Routes of Entry
No physical hazards	Ingestion
	Skin or eye contact
Health Hazards	Target Organs & Effects
Irritant	Eyes
	Skin

DIESEL FUEL

Health	1
Flammability	2
Reactivity	0
Protective Equipment	Safety goggles, gloves
Physical Hazards	Routes of Entry
Combustible liquid	Ingestion
	Skin or eye contact
Health Hazards	Target Organs & Effects
Irritant	Eyes
	Gastrointestinal
	Nausea/vomiting
	Skin

GASOLINE, UNLEADED OR LEADED

Health	2		
Flammability	3		
Reactivity	0		
Protective Equipment		Safety goggles, gloves	
Physical Hazards		Routes of Entry	
Flammable liquid/solid		Ingestion	
		Inhalation	
Health Hazards		Skin or eye contact	
Irritant			
Carcinogen		Target Organs & Effects	
		Central nervous system	
		Eyes	
		Mucous membranes	
		Respiratory system	
		Skin	

MICRO-AIR, MASTER BUILDERS

Health	1		
Flammability	0		
Reactivity	0		
Protective Equipment		Safety goggles, gloves	
Physical Hazards		Routes of Entry	
No physical hazards		Ingestion	
		Skin or eye contact	
Health Hazards		Target Organs & Effects	
Corrosive		Eyes	
Irritant		Skin	

OXYGEN

Health	0
Flammability	0
Reactivity	1
Protective Equipment	See supervisor.
Physical Hazards	Routes of Entry
Compressed gas	Inhalation
Oxidizer	Target Organs & Effects
Health Hazards	No adverse effects
No health hazard	

PETROLEUM PRODUCTS

(MOTOR OIL, HYDRAULIC OIL, GREASE, GEAR LUBE, ATF)

Health	1
Flammability	1
Reactivity	0
Protective Equipment	Safety goggles, gloves
Physical Hazards	Routes of Entry
Combustible liquid	Ingestion
	Skin or eye contact
Health Hazards	Target Organs & Effects
Irritant	Eyes
	Gastrointestinal
	Nausea/vomiting
	Skin

PHOS-OFF, TECHNOLOGY CHEMICAL

Health	2
Flammability	0
Reactivity	0
Protective Equipment	Safety goggles, gloves
Physical Hazards No physical hazards	Routes of Entry Ingestion Inhalation Skin or eye contact Skin absorption
Health Hazards Corrosive Irritant	Target Organs & Effects Eyes Respiratory system Skin

POLYHEED, MASTER BUILDERS

Health	1
Flammability	0
Reactivity	0
Protective Equipment	Safety goggles, gloves
Physical Hazards No physical hazards	Routes of Entry Ingestion Skin or eye contact
Health Hazards Irritant	Target Organs & Effects Eyes Skin

POZZOLITH 322N, MASTER BUILDERS

Health	1
Flammability	0
Reactivity	0
Protective Equipment	Safety goggles, gloves
Physical Hazards	Routes of Entry
No physical hazards	Ingestion
	Skin or eye contact
Health Hazards	Target Organs & Effects
Irritant	Eyes
	Skin

POZZOLITH 300R, 300N, 400N, MASTER BUILDERS

Health	1
Flammability	0
Reactivity	0
Protective Equipment	Safety goggles, gloves
Physical Hazards	Routes of Entry
No physical hazards	Ingestion
	Skin or eye contact
Health Hazards	Target Organs & Effects
Irritant	Eyes
	Skin

POZZOLITH 122-HE, MASTER BUILDERS

Health	1	
Flammability	0	
Reactivity	0	
Protective Equipment		Safety goggles, gloves
Physical Hazards		Routes of Entry
No physical hazards		Ingestion
		Skin or eye contact
Health Hazards		Target Organs & Effects
Irritant		Eyes
		Skin

SAFETY SOLVENT

Health	2	
Flammability	2	
Reactivity	0	
Protective Equipment		Safety goggles, gloves
Physical Hazards		Routes of Entry
Combustible liquid		Ingestion
		Skin or eye contact
Health Hazards		Target Organs & Effects
Irritant		Eyes
		Gastrointestinal
		Nausea/vomiting
		Skin

**SHIELDING GASES
(ARGON, ARGON/CO2, ARGON/OXY, NITROGEN)**

Health	1
Flammability	0
Reactivity	0
Protective Equipment	See supervisor
Physical Hazards Compressed gas	Routes of Entry Inhalation
Health Hazards No health hazard	Target Organs & Effects Dizziness

SIKA PLASTOCRETE 300R

Health	1
Flammability	0
Reactivity	0
Protective Equipment	Safety goggles, gloves
Physical Hazards No physical hazards	Routes of Entry Ingestion Skin or eye contact
Health Hazards Irritant	Target Organs & Effects Eyes Skin

TO-2, TECHNOLOGY CHEMICAL

Health 3

Flammability 0

Reactivity 0

Protective Equipment Safety goggles, gloves

Physical Hazards

No physical hazards

Health Hazards

Corrosive
Irritant

Routes of Entry

Ingestion
Inhalation
Skin or eye contact
Skin absorption

Target Organs & Effects

Eyes
Respiratory system
Skin

CHEMICAL HAZARD SUMMARY KEY

Protective Equipment

- A Safety glasses
- B Safety glasses + gloves
- C Safety glasses + gloves + synthetic apron
- D Face shield + gloves + synthetic apron
- E Safety glasses + gloves + dust respirator
- F Safety glasses + gloves + synthetic apron + dust respirator
- G Safety glasses + gloves + vapor respirator
- H Splash goggles + gloves + synthetic apron + vapor respirator
- I Safety glasses + gloves + combination dust-vapor respirator
- J Splash goggles + gloves + synthetic aprons + combination
dust-vapor respirator
- K Air hood or mask + gloves + full protective suit + boots
- X Ask your supervisor for specialized handling directions

Health

- 4 may be fatal on short exposure.
- 3 corrosive or toxic; avoid skin contact.
- 2 harmful if inhaled or swallowed.
- 1 may cause irritation.

Fire

- 4 flammable gas or flammable liquid; flash point below 73F.
- 3 flammable liquid, flash point between 73F and 100F.
- 2 combustible liquids; flash point between 100F and 200F.
- 1 combustible if heated; flash point >200F.

Reactivity

- 4 explosive at room temperature.
- 3 explosive when heated.
- 2 unstable or reacts with violently with water.
- 1 may react if heated.

REQUEST LOGBOOK
MATERIAL SAFETY DATA SHEETS

Manufacturer/ Vendor	Product	Date/Time	Person Contacted
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EMERGENCY INCIDENT TASK COMPLETION SHEET

A. The Emergency Coordinator (or alternate) shall initiate steps to complete the defined task and shall record the progress during the incident. Fill in the information required and check off each Task as accomplished.

1. Date incident reported: _____
2. Time incident reported: _____
- _____ 3. Activate internal facility alarms or communication system.
- _____ 4. Notify the Fire Department (911).
- _____ 5. Notify the Office of Emergency Services, (800) 852-7550
- _____ 6. Initiate internal company notification procedure.
- _____ 7. Secure all emergency shut off valves (as necessary).
- _____ 8. Account for all evacuated personnel.
- _____ 9. Have resource material available for responders, (MSDS's, Emergency Plan, maps, drawings, etc.), and direct emergency responders to the incident scene.
- _____ 10. Identify the location of, or need for, emergency response equipment; spill control, fire suppression equipment.
- _____ 11. Identify actions taken by the business to control the incident.
- _____ 12. Secure the incident to include treatment, storage, or disposal of hazardous materials or waste involved.

Below describe steps taken to mitigate and/or evacuate.

EMPLOYEE CHEMICAL TRAINING RECORD

Records of drills shall be maintained for a period of three years and shall be available for review by Fire Department personnel.

1. Instructor _____ 2. Training Date _____

3. Chemical Substance(s) _____

4. Chemical Use/Process _____

5. Employees _____ 6. Department _____

(continue on another page and attach)

7. Employee Training Provided On:

a. Employee responsibility to report any release or threatened release of a hazardous material or regulated material to:

- yes _____ Local Fire Department (911)
- yes _____ Office of Emergency Services (800) 852-7550
- yes _____ Other: _____
- yes _____ Other: _____

b. Names of persons responsible to respond to an incident.

Last-First-Phone _____

Last-First-Phone _____

- c. yes _____ Information on the material safety data sheets
- d. yes _____ Warning labels, placards and signs
- e. yes _____ Safe work and handling practices
- f. yes _____ Use of emergency equipment and supplies. (Fire suppression equipment, hose reels, absorbent material, etc.)
- g. yes _____ Use and location of personal protective equipment

I certify that this training was complete and the information contained above is accurate.

Owner/Operator

Instructor

Justice & Associates

ATTACHMENT "N"
COMPLIANCE STATEMENT

NEBLETT & ASSOCIATES, INC.

COMPLIANCE STATEMENT

Effective July 20, 2004, Neblett & Associates, Inc. has been retained as the Geotechnical Consultant for the Chandler's Palos Verdes Sand & Gravel's inert debris engineered fill operation (IDEFO), as defined by the California Code of Regulations, Title 14 Section 17388(l).

The Chandler's IDEFO is located at 26311 Palos Verdes Drive East, Rolling Hills Estates, California. The definition of an IDEFO is found in Section 1.0 of this operation plan.

The proposed final productive use of the IDEFO fill areas is a golf course as discussed in Section 3.18. The IDEFO definition cited above requires that material placed at a IDEFO is to be "spread on land in lifts and compacted under controlled conditions to achieve a uniform and dense mass which is capable of supporting structural loading as necessary, or supporting other uses such as recreation, agriculture and open space in order to provide land that is appropriate for an end use consistent with approved local general and specific plans where an engineered fill is required to facilitate productive use(s) of the land" (emphasis added).

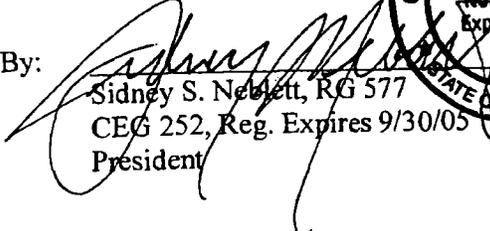
The inert material is currently spread on land, at the fill areas, in lifts and compacted as described in Section 3.12.

The inert material land-fill operation has been going on at the subject site for approximately 32 years, and is presently continuing. The attached Letter dated July 9, 2004 from Chandler's Palos Verdes Sand & Gravel describes the landfill operation prior to and after February 2, 2004 (the effective date of the California Code of Regulations, Title 14 Section 17388(l)).

Based on our review of the documents relating to the landfill operations and settlement monitoring data in some early landfill areas, it is our opinion that the placement of inert fill as described in the referenced IDEFO Plan meets the intent of California Code of Regulations, Title 14 Section 17388(l), and is acceptable to provide adequate support for the planned golf course at the subject site.

Neblett & Associates, Inc., as Geotechnical Consultant for the project, will perform observations and tests, as deemed necessary, to verify compliance of the IDEFO Plan to the California Code of Regulations.

Date: July 20, 2004

By:   By:  
Sidney S. Neblett, RG 577
CEG 252, Reg. Expires 9/30/05
President
Vas S. Srivatsa, Ph.D., P.E.
RGE 2043, Reg. Expires 3/31/07
Chief Engineer

Attachment: Chandler's Palos Verdes Sand & Gravel, Letter dated July 9, 2004.

File: 371-000-01 072004 Chandler's, Golf Course, Compliance Statement.doc

Chandler Landfill Operations - Construction Plans - 2005

A. The landfill consists of approximately 90 acres and is divided into three areas:

1. **Area A:** consists of approximately 35 acres as depicted on the enclosed exhibit.
2. **Area B:** consists of approximately 29 acres as depicted on the enclosed exhibit.
3. **Area C:** consists of approximately 26 acres as depicted on the enclosed exhibit.

B. The landfill has been in operation for approximately 32 years. The current status of each area is as follows:

1. **Area A:** commenced operation as the first area of the landfill approximately 30 years ago and has been filled with clean fill soil and inert debris to an elevation of 200 feet or greater for over 15 years.
2. **Area B:** currently the active area of the landfill and has been filled with clean fill soil and inert debris to an elevation of approximately 160 feet.
3. **Area C:** recently commenced operation as the storage area for recyclable materials. This area has received a minor amount of Mixed Load material.

C. The landfill receives inert material which consists of three general categories:

1. **Mixed Loads:** consists of soil, concrete, asphalt, rock, natural and man-made masonry products, etc. Mixed loads historically average about 35% of the material that is deposited into the landfill.
2. **Recyclable Materials:** consists of uncontaminated concrete and fully cured asphalt and historically constitutes approximately 25% of the material that is received into the landfill. This material is placed into a dedicated area until it is crushed into base material.
3. **Clean Fill Soil:** Consists of soil that is generally devoid of any concrete, asphalt, or large rock material. Historically constitutes approximately 40% of the material that is deposited into the landfill. This material will be utilized for capping of the Mixed Loads when the design elevation for mixed loads has been achieved. The design grades for Mixed Load materials in Areas B and C range between elevation 150 and 180 feet.

D. To implement the Master Plan, placement of material into the landfill will be accomplished in the following manner.

1. **Mixed Load:** this material will be utilized to build and prepare the basic "fill area" of the anticipated golf course involving new golf holes #6-9 and 16-18, and the practice range. When completed, this material will attain final vertical thickness of 20-170 feet. This material will be placed and spread in a manner in order to maximize the compacting effect of the loaded trucks and earth moving equipment rolling over the placed material. The material is placed with earth moving equipment via a gravity fall from a built-up ramp

ranging from 0-20 feet in elevation. Water is placed on this material in a manner that is consistent with basic dust control.

2. **Recyclable Materials:** are placed by casting loads over a descending slope face into a designated area where they are stored for future inventory. Recyclable material that is not recycled will be capped with a combination of drainage fabric and a two foot thick compacted sub grade of 85% relative compaction (ASTM D1557), which will have a minimum cap of 15 feet of Clean Fill Soil.
3. **Clean Fill Soil:** These materials are placed on top of the Mixed Materials in order to serve as a final cover for planting. The Clean Fill Soil is dumped in place primarily from bottom dump and end dump trucks. The Clean Fill Soil cover will provide a relative compaction of 85% (ASTM: D1557) at the approved rough design grade pursuant to the approved rough grading plans.

E.	Landfill Procedures Commencing August 1, 2004.
----	---

1. Area A will not have any additional material deposited onto the existing grades. There currently is approximately 462,000 cubic yards of stored clean fill dirt on Area A. Based on the approved Design Grade Plan as prepared by PCDC, this material will be removed and placed as capping material as a part of the rough grading of the entire Master Plan site area to be performed by the Developer's grading contractor.
2. Area B is filled primarily with Mixed Load materials to an average grade of approximately 160 feet in elevation. The landfill operation is now placing Clean Fill Dirt material only in this area. It is being placed in layers of approximately 2-5 feet. The landfill operation is utilizing a full time water truck in order to moisten and achieve compaction on all future material deposited into Area B.
3. Area C will be filled with Mixed Load materials to within 10-15 feet of the Design Grade for the golf course as contained on the PCDC plans dated 4/1/04. The materials will be placed in 10-20 foot horizontal layers with a final cover of 10-15 feet of Clean Fill Soil. The final cover will be Clean Fill Soil only and will be placed in layers of approximately 2-5 feet. The landfill operation is utilizing a full time water truck in order to moisten and achieve compaction on all future materials deposited into Area C.
4. Areas B and C have recyclable material piles that are located as shown on the attached map. These piles will be provided with a cap that is to be constructed as follows: A minimum one-foot layer of granular soil is to be placed on top of the exposed recyclable material pile surface. This granular fill layer is to be thoroughly wetted and rolled and compacted with rubber-tired equipment in order to provide a uniform blanket of soil materials to support a filter fabric placement. The filter fabric material will be Mirafi 140 N or equivalent. The fabric will be placed in accordance with the recommendations of the manufacturer and will be adequately overlapped. The fill above the fabric will be two feet in thickness with moisture contents 1-2 % points wet of optimum moisture conditions and rolled to prevent damage to the fabric material. Sufficient compaction efforts will be applied to achieve at least 85% (ASTM:D1557) relative compaction within the upper one foot of this layer. Subsequent cover fills will be placed in loose layers not exceeding 8" moistened to approximately 1 to 3 percentage points above optimum moisture conditions and compacted to minimum conditions and compacted to minimum 85% (ASTM:D1157) relative compaction .

Exhibit C



COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
Public Health

THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

JONATHAN E. FIELDING, M.D., M.P.H.
Director of Public Health and Health Officer

Environmental Health
ARTURO AGUIRRE, Director

Bureau of Environmental Protection
Solid Waste Management Program/L.A. County LEA
5050 Commerce Drive
Baldwin Park California 91706-1423
TEL (626) 430-5540 · FAX (626) 813-3022
www.lapublichealth.org/eh



BOARD OF SUPERVISORS

Gloria Molina

First District

Yvonne Brathwaite Burke

Second District

Zev Yaroslavsky

Third District

Don Knabe

Fourth District

Michael D. Antonovich

Fifth District

March 21, 2005

my
FILE COPY

Mr. Tom Davis
Justice and Associates
4155 Outer Traffic Circle
Long Beach, California 90804-2111

Dear Mr. Davis:

ENFORCEMENT AGENCY NOTIFICATION, CHANDLER'S LANDFILL, SWIS No. 19-AE-0004

The Solid Waste Management Program has completed the review of the Enforcement Agency Notification and the amendments to the Operation Plan (Plan), received February 3, 2005. On February 28, 2005, additional requested information was received in the form of a new page 7 and an additional page 5 of Attachment K. We have determined that the new revised Plan is complete and correct. A copy of this final Plan should be maintained in the operating record of the landfill.

If you have any questions, please contact me at (310) 519-6119 or (626) 430-5540.

Sincerely,

Betty Morrison, EHS III
Solid Waste Management Program

Enclosure

c: Linden and John Robertson

Exhibit D

Exhibit E

Rolling Hills Country Club
Golf Course
Rolling Hills Estates, CA
Illustrative Site Plan



Exhibit F

**SECOND AMENDED AND RESTATED
MASTER AGREEMENT
BETWEEN ROLLING HILLS COUNTRY CLUB,
CHANDLER RANCH PROPERTIES, LLC AND
BR INVESTORS, LLC
DATED July 24, 2009**

Development or to maintain or repair any other portions of the Residential Development that are damaged, for example, as a result of a Force Majeure Event. Such right of ingress and egress shall be made upon reasonable notice to RHCC and during normal operating hours and shall not interfere with RHCC's operation or its members' use of the New Golf Course, the New Clubhouse or related facilities (except that the New Golf Course may be closed on a temporary basis in accordance with the Golf Course Playability Objective, as the same may be subsequently modified by the Parties), nor shall it interfere with the construction of the New Golf Course or the New Clubhouse, or the access by the members or their guests to the New Golf Course or the New Clubhouse. Consistent with the limitations set forth herein, the Developer shall have and enjoy such temporary and permanent easements as the Parties may mutually agree upon and across the RHCC Property for the purpose of installing underground water, electricity, gas, sewage, telephone and similar utility lines, and for the purpose of having and extending such lines to the residents of the Residential Development or to facilitate the construction of the home sites constituting the Residential Development.

(b) Golf Course Playability Objective. RHCC, Chandlers and the Developer shall use commercially reasonable efforts to (i) in the case of RHCC and the Developer, design and construct the New Golf Course, the New Clubhouse and the Residential Development, (ii) in the case of the Company, close the Landfill, (iii) in the case of the Developer, complete the rough grading and infrastructure improvements to the RHCC Property and the Development Land, and (iv) in the case of all Parties, accomplish the other various actions contemplated under this Agreement in order to (A) maximize the playability of golf by the members of RHCC, (B) maximize the quality of play and the members' safety, (C) facilitate the Developer's and/or Grading Contractor's timely completion of the rough grading and infrastructure improvements to the RHCC Property and Development Land in a cost-effective manner and, in the case of the work to be performed on the RHCC Property, in accordance with the schedule set forth in Exhibit U, and to cooperate with RHCC as much as practical and at no cost to the Developer to ensure that RHCC completes the New Golf Course within 460 days of the closing of the existing course (the "Golf Course Playability Objective").

(i) In this connection, the Parties intend to adhere to a golf course closure program that is reasonably consistent with the schedule set forth in Exhibit U, subject to such amendments as shall reasonably be required by changed circumstances to more reasonably assure compliance with the objectives set forth in this Section 3.3(b) (the "Course Closure Plan"). If, at any time prior to the Execution Date, closure is reasonably anticipated for more than 460 days due to delays by the Developer or the Grading Contractor in achieving the Grading Completion Date, RHCC, the Developer and Chandlers shall meet in an effort to collaborate on and implement methods which will modify the Course Closure Plan to accomplish the Golf Course Playability Objective (e.g., work phasing).

(ii) The Parties agree that the cost of constructing any new or temporary golf holes to assure that the Golf Course Playability Objective is achieved shall be considered a part of the cost of the New Golf Course and shall be the responsibility of RHCC.

(iii) Once the grading and infrastructure improvement schedule has been agreed to by the Parties, the Developer shall covenant to use commercially reasonable efforts to comply, and cause the Grading Contractor to comply, with such schedule, assuming

ARTICLE 4

DEVELOPER COMMITMENTS

4.1 Residential Development.

(a) Quality of the Residential Development. The Residential Development shall be developed with the same level of quality as the New Golf Course and the New Clubhouse (and related facilities), and the Residential Development shall be subject to the CC&Rs to be recorded against the respective properties at the Closing ensuring that the Residential Development, New Golf Course and the New Clubhouse are constructed and maintained with the same level of quality.

(b) Input and Comment. RHCC shall have the right to review and provide input on the Residential Development plans and product, including elevation and floor plans.

4.2 Duties and Obligations of the Developer.

(a) Duties of the Developer with Respect to the Residential Development. The Developer shall have sole supervision, direction and control over the Residential Development. The development and construction of the Residential Development shall be consistent with the quality and class of the New Golf Course and the New Clubhouse and in conformity with the Entitlements, all requirements of any Governmental Entity having jurisdiction over the Project, and the CC&Rs recorded against the Development Land. The specific duties of the Developer shall be as follows:

(i) The Developer shall develop and maintain the Development Land, or cause it to be developed and maintained, in accordance with the terms of this Agreement, the Master Plan, as the same may be amended with the consent of the Developer and the applicable Governmental Entities, the CC&Rs recorded against the Development Land and the Residential Development, and the Related Agreements.

(ii) The Developer shall use commercially reasonable efforts to take all actions desirable or necessary to: (A) complete the development of the Development Land in accordance with any timelines and budgets set forth in the Master Plan; and (B) comply with all applicable governmental statutes, laws, rules, permits, regulations, ordinances, approvals, codes and orders (collectively, "Laws"), including without limitation, all land use, zoning, subdivision, marketing, equity offering, environmental and worker safety laws relating thereto.

(iii) Until such time as the HOA is formed by the Developer to oversee the Residential Development, the Developer shall supervise and perform all such maintenance, repairs and replacements of the infrastructure and non-vertical improvements so that the Residential Development's condition is at all times consistent with the Master Plan, and any such maintenance, repair and replacement shall be performed in a manner that is not likely to cause any material damage (i.e., geological instability) now or in the future to the New Golf Course or the New Clubhouse under all reasonably expected events. The Developer shall ensure that the HOA undertakes to perform similar duties or obligations following its formation.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

RHCC:

ROLLING HILLS COUNTRY CLUB,
a California non-profit corporation

By: Eldon R. Mangold

Name: _____

Its: President

COMPANY:

CHANDLER RANCH PROPERTIES, LLC, a
Delaware limited liability company

By: John D. Robertson

Name: John D. Robertson

Its: Managing Member

BR:

BR INVESTORS, LLC, a Delaware limited
liability company

By: John D. Robertson

Name: John D. Robertson

Its: Managing Member

5/1/06

EXHIBIT "N "

To Master Agreement ("MA") between Rolling Hills Country Club ("RHCC"), Chandler Ranch Properties, LLC (the "Company") and BR Investors, LLC ("BR").

To Master Agreement ("MA") between Rolling Hills Country Club ("RHCC"), Chandler Ranch Properties LLC (the "Company"), and BR Investors LLC (BR), describing the grading plan and specifications for the (i) rough grading of the New Golf Course to within 12 inches of finish design grade, and (ii) rough grading of the Clubhouse site, and infrastructure improvements to be provided to the Clubhouse site, and the domestic water source for irrigation of the New Golf Course.

Within 10 days following receipt of all necessary governmental entitlements granting approval of the Master Plan and expiration of any applicable review period for such entitlements, and the acceptance of such entitlements by Chandler, RHCC shall submit to Chandler the final finish design grades for the New Golf Course together with the size of the domestic water source for the irrigation of the New Golf Course, and the site plan for the Clubhouse which has all critical dimensions at 1"= 40' scale, and which designates all applicable utilities and services, including, without limitation, a domestic sewer service, a domestic water service, an electrical service, a medium pressure natural gas service, a TV/Data cable, and a telephone service, ("Final Course Plans"). Such Final Course Plans shall be subject to review and approval by Chandler.

As soon as practical following receipt of the Final Course Plans, Developer will prepare a rough grading plan at 1"= 40' scale ("Grading Plan") and infrastructure plan at 1"=100' which plan shall show the location of the infrastructure improvements and utilities stubbed onto the clubhouse site, and the location of the domestic water source for the irrigation of the New Golf Course ("Infrastructure Plan"). Such Grading Plan and Infrastructure Plan shall be subject to review and approval by RHCC.

As soon as practical following approval of the Grading Plan and Infrastructure Plan by RHCC, Developer will submit said plans to all appropriate governmental agencies having jurisdiction over the grading and infrastructure work, for the purpose of obtaining approval from such agencies and receipt of the necessary building permits.

Upon receipt of the necessary permits by Developer, and upon completion of the Closing and transfer of the properties between the Company and BR, and the Developer, the Developer will rough grade the site and construct the infrastructure improvements and utilities based on the approved Grading Plan and Infrastructure Plan in accordance with all applicable laws, codes, regulations, grading ordinances and the soils engineer's specifications and requirements (collectively, the "Applicable Codes and Requirements"). The approved Grading Plan shall specify that the grading shall be completed based on the following specifications:

For the New Golf Course:

1. The depth of the "Final Fill" to be placed onto the existing sub grade at the commencement of rough grading shall be within twelve (12) inches of the grades indicated on the Final Course Plans and shall be in compliance with the approved Grading Plan and permits and the Applicable Codes and Requirements.

2. The Final Fill material may be onsite native materials and shall be devoid of organic and deleterious materials and should be the best quality topping soil that can reasonably and cost effectively be provided from the onsite soil materials. In order to allow for percolation of surface/irrigation water down to the clay cap, which is to overlie the landfill area (see sections 3 and 4), the Final Fill material should be relatively free draining, with the final 8-12 inches of fill on all fairways, roughs, and tee boxes to be topped with a sandy mixture of soil material (topping soil) as similar as possible to the existing soil material in the area depicted on Exhibit A attached hereto. The required quantity of said topping soil is estimated to be approximately 160,000 cubic yards. In addition, within the upper two (2) feet of the rough graded areas, the Final Fill materials shall contain no rocks and oversized particles greater than twelve (12) inches in maximum dimension.

3. Exhibit A depicts the four areas that make up the New Golf Course. Area A consists of approximately 35 acres, of which approximately 30 acres are a landfill which has non-compacted debris fill depths of up to approximately 220 feet. Area B consists of approximately 29 acres of landfill which has or will have non-compacted debris fill depths of up to approximately 210 feet. Area C consists of approximately 26 acres of landfill which has or will have non-compacted debris fill depths of up to approximately 210 feet. Area D consists of approximately 73 acres of existing golf course, golf course related facilities, and storage/administrative buildings and uses.

4. The Geotechnical Specifications for Areas A, B, and C of the New Golf Course shall consist of the following:

(i) General

The existing inert debris landfill areas A, B and C of the Chandler landfill will be developed for a portion of the New Golf Course in accordance with the approved and entitled Project Plans. In order to enhance the long-term performance of the proposed New Golf Course and its appurtenances, the New Golf Course for Areas A, B, and C shall be graded based on the following criteria:

- a) A Geo-synthetic Clay Liner (GCL) above the prepared sub-grade in the landfill.
- b) A sub-drainage system above the GCL Liner.
- c) Cap fill consisting of compacted engineered fill (herein after referred to as "Final Cover".)

The Geotechnical Specifications given below address the preparation of the inert fill surface, installation of the liner and sub-drainage systems, and placement and compaction

of the "Final Cover" fill for the New Golf Course. A conceptual detail of the sub-drainage system and "Final Cover" are attached to this document for reference in (Figure 1).

The specifications provided herein are for preliminary planning and design purposes only. These final specifications shall be confirmed and revised, as necessary, based on a review of the final grading plans and the sub-drainage system design details.

(ii) Soil Pre-treatment and Sub-grade Preparation

The existing landfill surface should be rough contour-graded to a topography (to be determined by the Developer's Project Civil Engineer based on the Final Plans for the New Golf Course) providing positive drainage (minimum 2 percent gradient) to the planned sub-drainage systems and at elevations a minimum of 10 feet below the finish grades as depicted on the Final Plans for the New Golf course.

Following the rough contour-grading of the landfill surface, any materials deemed detrimental to the liner, such as rocks, concrete fragments, rebar, etc., should be removed from the exposed surface. Depressions resulting from removal of such debris should be filled in with approved granular soils and flooded into place.

The prepared surface should then be thoroughly wetted and compacted with a heavy vibratory, smooth wheel drum or sheep foot roller, in a pattern and manner to be determined based on test strip compaction or otherwise recommended by the Developer's and RHCC's geotechnical consultants.

Any surface depressions developed by the vibratory compaction process should be backfilled with approved granular material. The disturbed upper zones, including the backfilled depression areas, should be thoroughly wetted and compacted in place using a rubber-tired roller to achieve a firm and relatively smooth contour graded bottom to receive the Clay Liner.

(iii) Liner Installation

An appropriate Geo-synthetic Clay Liner (GCL) acceptable to the Project geotechnical consultants ~~should be placed across~~ the top of the prepared inert fill in accordance with the manufacturer's recommendations. Overlapping of GCL strips should be performed in accordance with the recommendations of the geotechnical consultants and the manufacturer, and should be oriented normal to the direction of maximum anticipated differential settlement.

The liner assembly and flow lines of the drainage swales should be surveyed for location and elevation.

Extreme care should be taken during the GCL and drain-board (described below) installations to protect the liner and drains from damage or contamination. Any damaged or affected areas shall be removed and replaced to the satisfaction of the geotechnical consultants.

(iv) Sub-Drainage System Installation

Following placement and installation of the GCL, the geo-drain board assembly (i.e. MiraDrain or as otherwise specified) should be installed within the contoured swales, directly on top of the GCL. The drain-board should be placed impervious side down (fabric side up) in accordance with the manufacturer recommendations. Recommended minimum drain-board width is 4 feet (one panel) in tributary swales, and 8 feet wide (two panels) in main swales, or as otherwise specified by the geotechnical consultants.

The drains should be directed to a transfer device recommended by the manufacturer and geotechnical consultants to discharge into an appropriate outlet.

Prior to the completion of filling operations in Area C, a disposal under-drain and/or curtain drain system should be provided in the existing bottom and sidewalls exposing pervious sandstone bedrock to receive drainage waters from the Final Cover as well as to accommodate potential sub-drainage waters from the proposed development in the Bend Creek. Design of this disposal under-drain and/or curtain drain system should be completed as soon as practical.

(v) Final Cover

Prior to placing the Final Cover fill, the GCL and drain-board assembly should be covered by a minimum two foot to three foot thick layer of approved granular, relatively free-draining soils shaded over the liner and drain swale areas, respectively. Care should be taken during placement of this granular material to prevent damage to the underlying clay liner and drainage system. Sufficient compaction effort should be applied to the top of this granular soil layer to achieve a firm condition.

The Final Cover material should be free of organics and objectionable debris, and rocks and oversize particles greater than 6-inches in maximum dimension within in the final one (1) foot of the approved design grade resulting from the Final Course Plans. Approved fill materials should be placed in thin loose lifts not exceeding about 8 inches in thickness, moisture conditioned to about 1 to 3 percentage points above optimum moisture contents, depending upon the material type, and compacted to at least 85 percent relative compaction (ASTM: D1557) using mechanical equipment.

(vi) Plan Review, Observation and Testing

The rough grading plans, including sub-drainage system design details, for the golf course shall be submitted for review and approval by the Project geotechnical consultants and to develop additional recommendations, as necessary, for the final design and construction of the grading within Areas A, B, and C of the New Golf Course.

All liner and sub-drainage system installations and earthwork should be performed under the full time observation and testing services by the geotechnical consultants, as well as by the manufacturer of the various geo-synthetic products, where applicable or required.

It should be noted that during grading and construction, some modifications may be required locally to accommodate actual field conditions encountered and to meet the intent of the design.

A final Grading Report for Areas A, B, and C of the New Golf Course, documenting the geotechnical observations and testing performed during earthwork and liner and sub-drainage system installations should be prepared by the geotechnical consultants.

5. The Final Fill materials for Area D of the New Golf Course should be free of organics and objectionable debris, and rocks and oversize particles greater than 6-inches in maximum dimension within the final two (2) feet of the approved design grade resulting from the Final Course Plans. Final Fill materials should be placed in thin loose lifts not exceeding about 8 inches in thickness, moisture conditioned to about 1 to 3 percentage points above optimum moisture contents, depending upon the material type, and compacted to at least 85 percent relative compaction (ASTM: D1557) using conventional earthmoving equipment. Cut areas within Area D, which expose soil conditions that consist of heavy clay material that is highly impermeable as reasonably determined by the Developer's geologist, should be over-excavated a minimum of three (3) feet below design grades as shown on the Final Course Plans, and then replaced with Final Fill materials.

For the Clubhouse Site:

1. The proposed clubhouse site plan prepared by Altevers & Associates dated 10/6/04 depicts the program and conceptual lay-out that includes a two-story building with ancillary structures, swimming pool, tennis courts, and parking and hardscape areas. The clubhouse location is currently close or actually extends into the existing inert debris fill area (Figure 2). The approximate location of the clubhouse in relation to the existing and proposed grades and inert debris fill area is shown in the attached Cross-Sections B-B and C-C (Figures 3(a) and 3(b)). The proposed grading at the clubhouse location will require over-excavation of existing debris fill and backfilling to planned grades, and this will result in a steep fill transition as depicted on the attached cross-section. In addition, in order to mitigate potential adverse differential fill settlement, it may be necessary to stabilize the existing uncontrolled debris fill within a 1:1 projection from the edges of planned improvements by appropriate in-situ procedure (such as, chemical or cement grouting, etc.). In order to address or reduce potential differential settlement of the clubhouse supported on steep fill transition and/or non-uniform bearing strata (compacted fill and uncontrolled inert debris fill), the following options may be considered. These options are illustrated in the attached Figure 3.

Option No. 1: Over-excavate as shown on Figure 4(a), to soften the fill transition, including the portion of inert debris fill at the base of the new fill slope construction. Backfill the area with engineered fill compacted to at least 90 percent relative compaction (ASTM: D1557), in accordance with the recommendations of the Project Geotechnical Engineer.

Stabilize the inert debris fill remaining within the 1:1 (horizontal to vertical) zone, using appropriate in-situ procedure (such as, chemical or cement grouting, etc.).

Option No. 2: Over-excavate as shown on Figure 4(b), to soften the fill transition. Excavate the inert debris fill full depth within the 1:1 (horizontal to vertical) zone and replace with approved engineered fill compacted to at least 90 percent relative compaction (ASTM:D1557), in accordance with the recommendations of the Project Geotechnical Engineer.

Option No. 3: Prior to new fill placement for slope construction, stabilize the inert debris fill within the 1:1 zone, using appropriate in-situ procedure (such as chemical or cement grouting, etc.). Place engineered compacted fill to achieve proposed grades, providing benching into existing grades at appropriate intervals. Backfill should consist of approved fill soils compacted to at least 90 percent relative compaction (ASTM: D1557), in accordance with the recommendations of the Developer's geotechnical engineer. Support the clubhouse by deep foundations (drilled, cast-in-place piers) bearing on competent bedrock, as depicted in Figure 4c).

Option No. 4: The clubhouse location shall be shifted as necessary, to the south of the estimated structural building line beyond a 1:1 (horizontal to vertical) projection from the inert debris fill limits. Based on the site plan for the clubhouse by Altevers & Associates dated October 6, 2004, it is anticipated that this Option No. 4 would require a shifting of the site footprint for the clubhouse between 30 to 60 feet to the south. Lowering the finish design grade for the clubhouse from the current 247 foot elevation to approximately 227 feet would be desirable and would correspondingly reduce the required southerly shifting of the clubhouse building. Over-excavation as shown in Option No. 1 to soften the fill transition is required. Backfill the area with engineered fill compacted to at least 90 percent relative compaction (ASTM: D1557), in accordance with the recommendations of the Developer's geotechnical engineer, as shown in Figure 4(d). Support the clubhouse using conventional footings (spread and continuous footings) bearing on compacted engineered fill. Footings should be designed in accordance with the geotechnical criteria (allowable bearing pressure, footing depth, settlement, etc.) to be established by the Developer's geotechnical engineer.

Option No. 4 is the preferred option for the grading and construction of the clubhouse site.

The above options should also be considered applicable for the support of ancillary clubhouse facility structures located near the structural building line as described above, where inert debris fill remains within a 1:1 (horizontal to vertical) projection from the edge of these structures.

2. In order to facilitate excavation of foundations and utility trenches, a hold down zone for oversize material (e.g. boulders and cobbles) shall be provided. No Final Fill materials greater than twelve (12) inches in any dimension shall be placed within 10 feet of pad area.

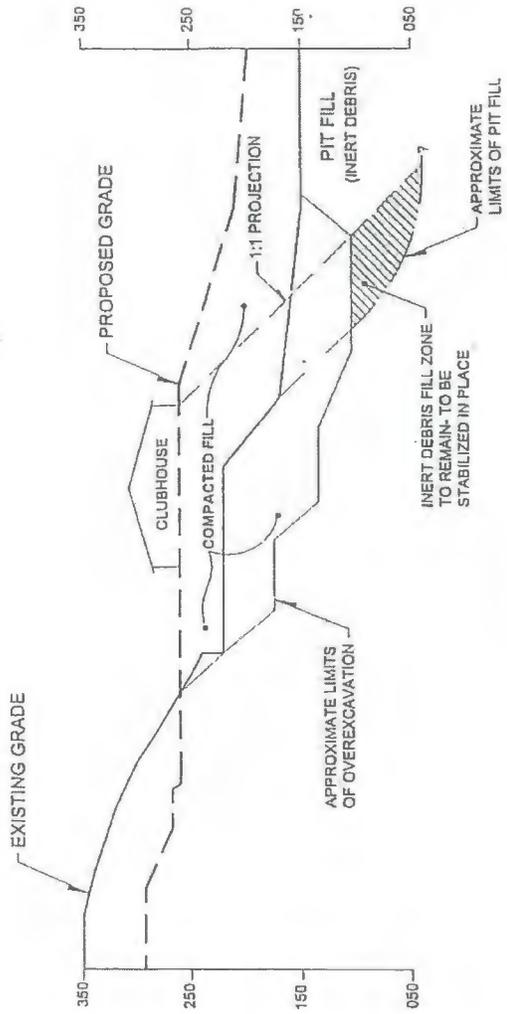
3. Any cut portions of the clubhouse pad shall be over-excavated and replaced with compacted fill. The depth of over-excavation should be determined based on the topography of the removal bottom, as well as total and differential settlement requirements of the design of the structures.

4. Rough grading of the Clubhouse site shall be completed on a priority basis as reasonable and practical in relation to the overall mass rough grading strategy of the entire Project site.

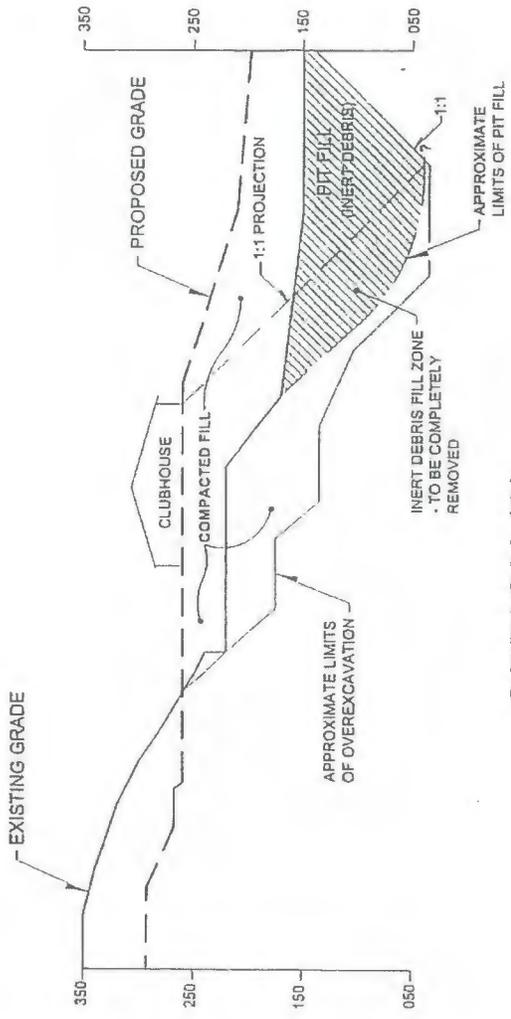
5. Adequate off-site drainage connections at the property line of the clubhouse for storm water run-off shall be provided by the Developer.

Applicable Codes and Requirements:

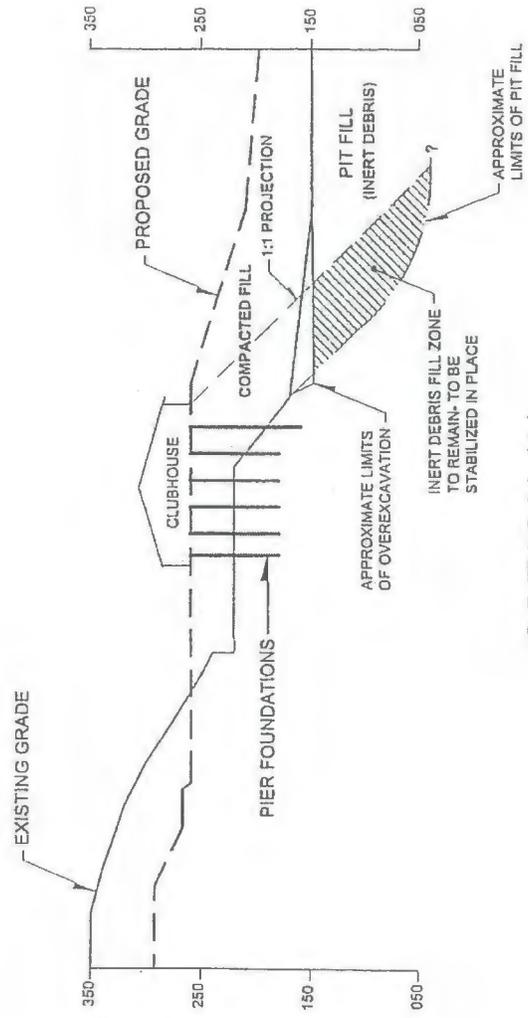
In the event that any of the requirements or specifications set forth in this Exhibit N do not comply with all Applicable Codes and Requirements, such requirements and/or specifications shall be revised to comply with all Applicable Codes and Specifications.



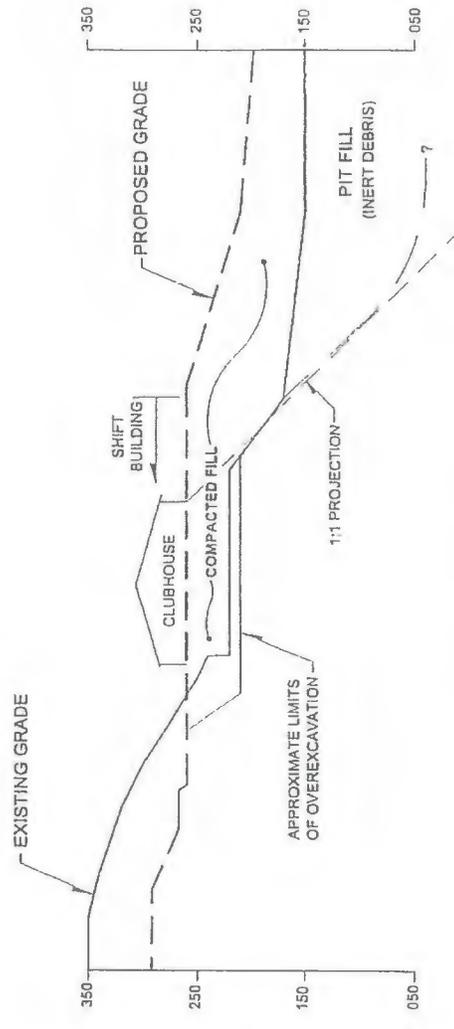
OPTION (1)



OPTION (2)



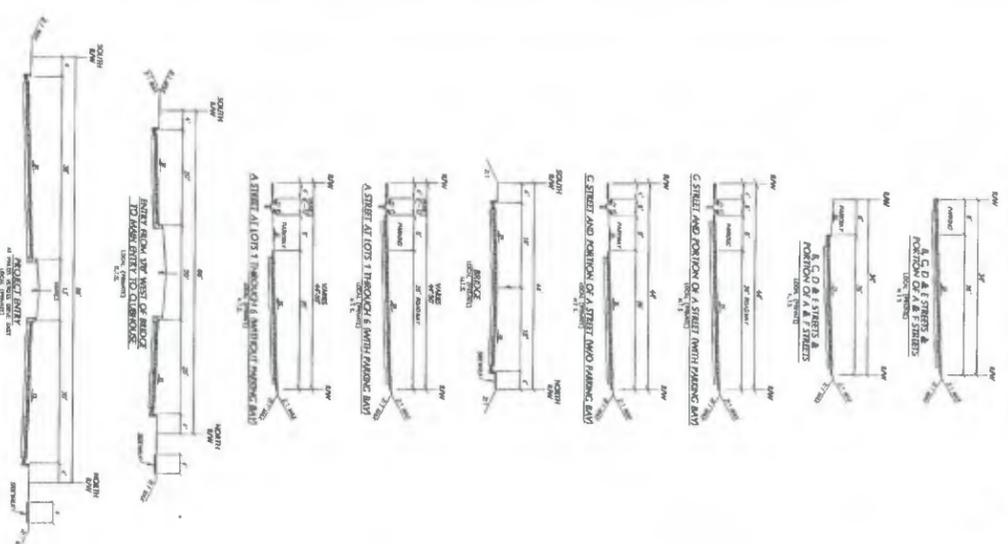
OPTION (3)



OPTION (4)

Exhibit G

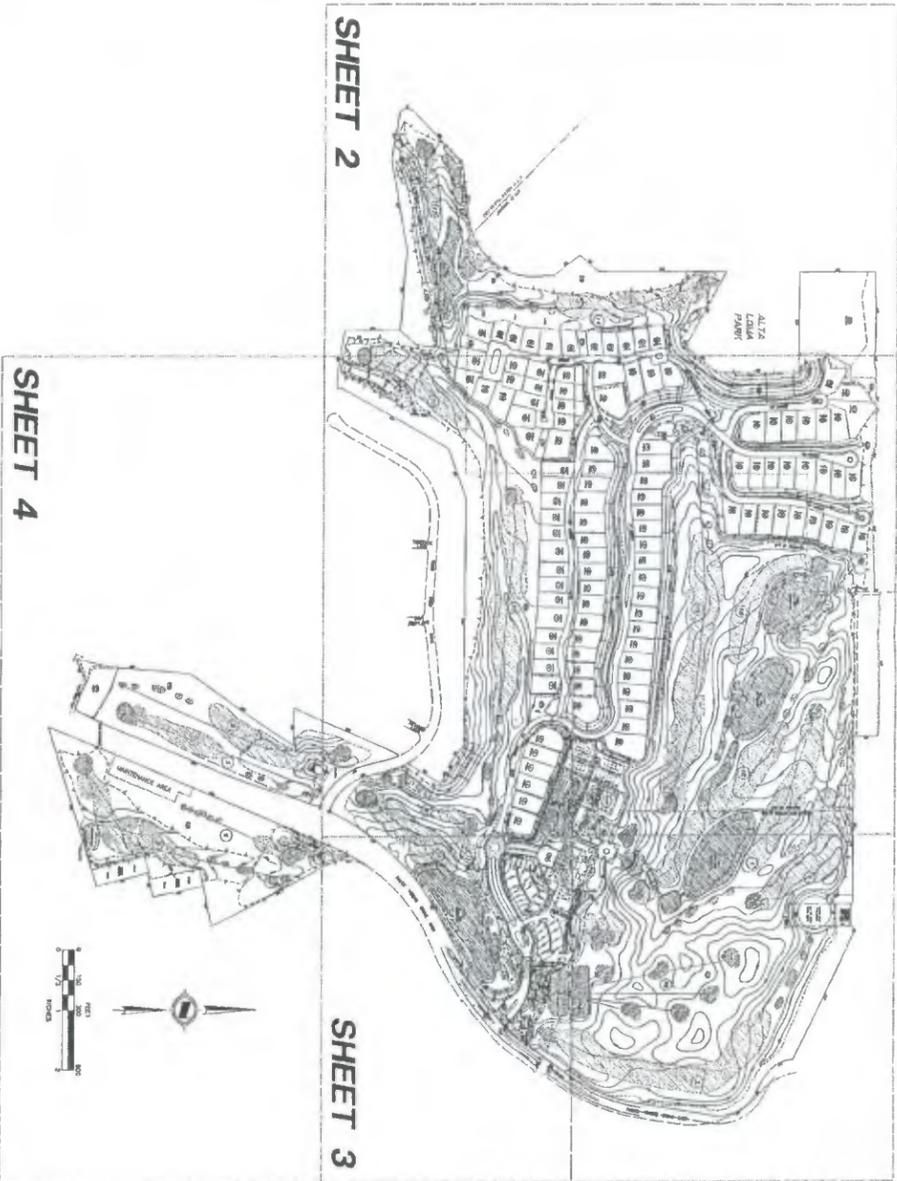
TYPICAL STREET SECTIONS



VESTING TENTATIVE TRACT MAP 61287

LEGAL DESCRIPTION

IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 1 OF TRACT 61287, AS SHOWN ON THE TRACT MAP OF SAID TRACT, AND BEING PORTIONS OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 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991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



LEGEND

- EXISTING CITY BOUNDARY
- PROPOSED CITY BOUNDARY
- EXISTING CITY BOUNDARY
- PROPOSED CITY BOUNDARY
- LOT BOUNDARY

VICINITY MAP



STATEMENT OF OWNERSHIP

I, HUNSAKER & ASSOCIATES, ENGINEERING AND SURVEYING, STATE OF CALIFORNIA, ENGINEER NO. 52188, SURVEYOR NO. 114, RESIDENTIAL, DO HEREBY STATE THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT THE OWNERS OF RECORD HAVE KNOWLEDGE OF AND CONSENT TO THE FILING OF THIS MAP.



DATE: APRIL 23, 2010



MAP DATE IDENTIFIER: 04/23/10

BY: [Signature]

DATE: 10/21/10

BY: [Signature]



DATE	BY	REVISION

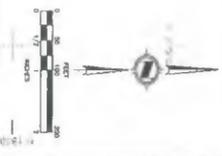
DATE: APRIL 23, 2010
 MAP NO: 3491-1
 CROSS AREA: 225.2 AC ±
 CONTROL INTERVAL: 5'
 TOTAL LOTS: 114 RESIDENTIAL

MAP DATE	DATE	BY
04/23/10	08/11/09	BR/LP
10/21/10	10/21/10	

PREPARED FOR:
 Chandler's Sand & Gravel
 26311 Palos Verdes Drive
 Rolling Hills, CA 90274

PREPARED BY:
HUNSAKER & ASSOCIATES
 PLANNING ENGINEERING ARCHITECTURE
 Three Hedges, CA 90230 • TEL (949) 283-0000 • FAX (949) 283-0099

VESTING TENTATIVE TRACT NO. 61287



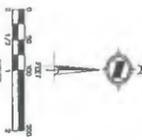


DATE	REVISION

DATE: APRIL 23, 2010
 W.D.: 3491-1
 CROSS AREA: 225.2 AC ±
 CONTIGUOUS INTERVAL: 5'
 TOTAL LOTS: 114 RESIDENTIAL

MAP DATE	DATE	BY
03/23/10		BR: LW
10/21/10		

PREPARED FOR:
 Chandler's Sand & Gravel
 26311 Palos Verdes Drive
 Rolling Hills, CA 90274



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